

Award No. 682

Docket No. 603

2-ACL-CM-'42

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That coupling air hose and testing air by laborer and trainmen on outgoing trains at Port Tampa, Florida, is in violation of Rule 29, Section F of the agreement; that the practice should be discontinued and that car inspector be reassigned to perform these duties.

EMPLOYES' STATEMENT OF FACTS: Prior to the erection of the present shops at Uceta, Florida, which were completed about June, 1926, all mechanical inspection and repairs were made to equipment at Port Tampa, this being the terminal point for the City of Tampa. After the completion of the present shops at Uceta, all the mechanical employees at Port Tampa were assigned at Uceta except one (1) car repairer, one (1) car repairer helper, and one (1) car oiler and packer, or three (3) carmen. In February, 1928, car repairer helper Dock King at Port Tampa resigned and car repairer T. A. Knowles was returned from Uceta to Port Tampa, thus continuing three (3) carmen at that point.

During the late summer or early fall of 1928, Charlie Sams, car oiler and packer, was sent from Port Tampa to Uceta, and after a brief period of time he was cut off and sent back to Port Tampa as a laborer. On the same day that Charlie Sams reported back to Port Tampa, T. P. Waters and T. A. Knowles, the two remaining car repairers at that point, were transferred to Uceta yards. After Waters and Knowles were moved from Port Tampa to Uceta, the management arbitrarily imposed upon Charlie Sams (a laborer) and the trainmen the duties previously performed by carmen.

At all times, there have been maintained at Port Tampa switch engines, switch crews, yard master and yard clerks necessary to the proper operation of the Port Tampa shipping facilities.

POSITION OF EMPLOYES: It is the position of the employees that management has no right to arbitrarily assign duties which properly belong to employees of the carmen's classification, as covered in Rule 29, (F), and require a laborer and trainmen to perform same.

Rule 29, (F), reads:

"Carmen's work shall consist of building, maintaining, dismantling (except when being scrapped), and inspecting all passenger and freight cars, both wood and steel, planing mill in car department, and

cars and station trucks (where done in mechanical department); building, repairing and removing and applying running boards on cars; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; repairing steam heat hose for locomotives and cars; operating punches and shears doing shaping and forming; hand forges and heating torches in connection with carmen's work, and nailing connected therewith; wrecking derrick engineers, write-up men, and all other work generally recognized as carmen's work. It is understood that the present practice in the performance of work between the carmen and boiler-makers will continue.

Carmen helpers' work shall be to assist the carmen and apprentices, or be car oilers and packers, rivet heaters (except when performed by apprentices), operators of bolt threaders, nut tappers, drill presses and punch and shear operators (cutting only bar stock and scrap), holding on rivets, striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, cleaning journals, assist carmen in erecting scaffolds, and all other work generally recognized as carmen helpers' work.

All steam and mechanically operated cranes (except overhead cranes) shall come under carmen's special rules."

By the rule as quoted above, it is shown that the work as done by the laborer at Port Tampa is not a violation of the rule, and as stated, the trainmen do not do anything but what they do at any other point in picking up cars.

Submitted is an affidavit from Mr. H. L. Curtis, yardmaster at Port Tampa, Fla., who is in charge of the yards at Port Tampa, as Exhibit A, showing the methods used in dispatching trains from that terminal. You will note he states "that air hose is coupled by Laborer Charlie Sams, who is not required to make inspection, or to do any other work connected with trains and that whenever cars need repairs Mr. Curtis calls the master mechanic's office at Uceta, Fla., and advises him of the nature of the repairs needed, and that office sends a crew to Port Tampa to make repairs."

A good average of cars handled per day at Port Tampa is 180, which, of course, means 90 cars dispatched, as car handling is counted incoming and outgoing.

It would be an imposition to require the railroad company to place car inspectors at every point where cars are picked up. The fact that all cars both outgoing and incoming are inspected by car inspectors at Uceta—just fourteen (14) miles away, is quite sufficient to properly safeguard the train movement, and by experience since August, 1928—a period of over twelve (12) years, the conditions do not justify the re-assignment of the car inspector at Port Tampa, Fla.

Therefore, carrier contends that the rule of the agreement is not being violated in any manner, and is supported by a previous award of this Board, viz., Award 32, Docket 33, and respectfully requests the National Railroad Adjustment Board to deny this claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The evidence of record does not, in the circumstances of this proceeding, disclose any violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 15th day of January, 1942.