

Award No. 833

Docket No. 758

2-GCL-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. 14, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

GULF COAST LINES

DISPUTE: CLAIM OF EMPLOYES: (a) That the carrier is violating Rule 118 and other provisions of the agreement in requiring brakemen to uncouple and couple air, steam, and signal hose in the proper preparation of passenger Trains Nos. 15 and 115 at Harlingen, Texas.

(b) That said work is carmen's work and they have a contractual right to perform same.

EMPLOYES' STATEMENT OF FACTS: At Harlingen, Texas, brakemen have for some time been required to perform work generally recognized as carmen's work when they uncouple and couple air, steam, and signal hose on cars arriving in Train No. 15 to go to Mission. Train 115 originates at Harlingen, some equipment making only the run between Harlingen and Mission, and other equipment arriving in Train No. 15.

Engine for Train 115 is at Harlingen station prior to arrival of Train 15, and is coupled to a baggage or mail car. All these couplings of air, steam, and signal hose are made by car inspector on duty at the station prior to arrival of No. 15. No. 15 stops on the main line, and the car inspector generally breaks the hose between equipment for Trains 115 and 15, and then goes to head end of Train 15 to break the hose on baggage cars set out at Harlingen for Train 115. While working the head end with engine of No. 15, engine of No. 115 with baggage cars attached, couples to rear of No. 15 and brakemen couple the hose between No. 115's baggage car and the equipment to be taken from No. 15. No. 115's engine then places the passenger cars on a passing track, and brakemen break the air hose—this engine then backs down another track to pick up the express or baggage cars set out from No. 15 and places these baggage cars against the coach and sleeper taken from the rear of No. 15. This generally makes up No. 115, and the car inspector by that time will be through with No. 15, and ready to complete the work on No. 115, giving it outbound inspection and air test.

The number of couplings and uncouplings of air, steam, and signal hose made by brakemen will vary according to the number of cars to be set out from No. 15. During the normal season, No. 15 arrives at Harlingen with nine cars—of which two baggage, one sleeper and one chair car are set out for No. 115. The remaining four cars in No. 15 continue the run to

of the agreement on account of brakemen coupling and uncoupling steam, air and signal hose at depot at Harlingen in the mornings. Mr. Kieschnick referred the case to the master mechanic at Kingsville for a decision, and in his letter he stated that brakemen had been coupling and uncoupling steam, air and signal hose on passenger trains at the depot in the morning ever since he had been foreman at Harlingen, which covered a period of eleven years; that there had never been a grievance or complaint of the matter until receipt of Mr. Schmieding's letter; that the brakemen assist in coupling and uncoupling hose in the mornings, as only one inspector works that train, further stating that so far as coupling of steam hose is concerned, that could be done by the car inspector after the trains are made up, which is being done, but as to the coupling of air and steam hose, that has to be done in connection with the switching of the train, as the cars are all switched with air. The master mechanic referred the case to the master car builder, who advised the master mechanic that the handling of the trains at Harlingen necessitated the uncoupling and coupling of hose and was entirely in the nature of the switching of cars. In other words, if the cars did not have to be switched out of the train at Harlingen, there would be no necessity for uncoupling and recoupling hose on the train at that point; and that he did not consider under the circumstances that the work which is being performed, and which had been performed for a number of years, was in violation of the agreement with the carmen's organization.

It is the contention of the carrier that the coupling and uncoupling of hose in the handling of the passenger trains by brakemen at Harlingen, as heretofore indicated, is not a violation of the agreement with the carmen's organization, and that the evidence herein submitted justifies your Honorable Board in rendering an award denying the claim of the employes.

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 13th day of October, 1942.