

Award No. 1305
Docket No. 1224
2-NC&StL-CM-'49

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Gilden when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 83, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Carmen)

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY

DISPUTE: CLAIM OF EMPLOYES: (a) That the carrier is violating Rule 129 (3rd paragraph) of the current agreement, by requiring other than carmen to couple air hose on cuts or strings of cars that have been assembled for delivery to other carriers.

(b) That the carrier be ordered to cease and desist assigning or requiring other than carmen to perform the above work.

EMPLOYES' STATEMENT OF FACTS: At Atlanta, Georgia, Memphis and Chattanooga, Tennessee, the carrier has carmen on duty twenty-four hours each day, seven days per week.

Switchmen at these points are required to couple air hose on trains or strings of cars being made up in the train yards for delivery to connecting line or other carriers at these points. The coupling of air hose on trains to be delivered to connecting lines or other carriers at these points, has been performed by carmen since the effective date of the agreement, June 1, 1940, until about January 1, 1947, since which time switchmen have been required to couple air hose on such trains or strings of cars, which is substantiated by copies of the submitted statement, identified as Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, B, B-1, B-2 and B-3.

POSITION OF EMPLOYES: It is submitted that under the provisions of Rule 129, reading in pertinent part—

“At points where Carmen are employed, they will couple all air and steam hose. This does not apply to switching operations or to locomotives.”

it is indisputable that carmen have a contractual right to the work of coupling all air hose at any point where carmen are employed, except in switching operations and coupling air hose between a locomotive and the first car of trains.

The employes contend that after cars are switched out of trains and/or about the yards for the purpose of assembling them into a train and/or string of cars to be delivered over the carrier's main lines to connecting or adjacent carriers, the switching operation referred to in Rule 129 has been

For instance, the definition of a train in the Rules governing the Operating Department of this carrier, which rules have been in effect since 1906, is as follows:

“TRAIN—An engine, or more than one engine coupled, with or without cars, displaying markers.”

This rule also appears in the standard Code of Operating Rules issued by the Association of American Railroads; has so appeared for many years, and it clearly draws a distinction between trains and yard engines.

Cars for delivery to connecting lines are delivered by switch or yard engines (not trains) which do not display markers. Such engines move back and forth within yards and at time, when enroute to connecting lines with cars for delivery to such lines, will set out cars at intermediate points and, likewise, when returning from such connecting lines, will pick up cars at intermediate points between such lines and the main yard to which they are returning.

In conclusion, the carrier respectfully submits that it is obvious from the exception in the rule upon which the employes rely that the work of coupling air hose on cuts or strings of cars assembled for handling exclusively by switch engines does not belong exclusively to the carmen's craft, and there is no contractual foundation for the carmen's request that the carrier be ordered to cease and desist assigning or requiring other than carmen to perform this work. Therefore the claim should be denied.

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 use of both carmen and yardmen to couple air hose on strings of cars assembled and delivered by switch engines to connecting lines of other carriers has been the carrier's consistent past practice before and since June 1, 1940, the date when Rule 129 was incorporated into the labor agreement. The explicit language of the rule excludes from its provisions “switching operations.” Such exclusion would be meaningless unless those words encompass the entire movement, beginning at the instant when the switching crew becomes responsible for picking up the cuts of cars, and lasting until the crew deposits them at the point where the obligation of assembling them into road trains is transferred to other employes. Where such travel is over main lines, but within yard or switching limits, the switch engine transferring strings of cars is not traveling as a “train,” and the movement retains the characteristic of a “switching operation.”

Accordingly, it is concluded that the work in question in this case is properly included within the stated exceptions to the rule.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 7th day of March, 1949.