

**Award No. 1466**

**Docket No. 1282**

**2-ART-CM-'51**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD RAILWAY CARMEN OF AMERICA, RAILWAY  
EMPLOYES' DEPARTMENT, A. F. of L.**

**AMERICAN REFRIGERATOR TRANSIT COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** 1—That the American Refrigerator Transit Company is not authorized under the current agreement, to substitute laborers for carmen helpers to do the work of delivering material to mechanics in shops or on repair tracks in connection with the rebuilding and repairing of refrigerator freight cars.

2—That accordingly, the American Refrigerator Transit Company be ordered to assign carmen helpers to perform the aforesaid work.

**EMPLOYES' STATEMENT OF FACTS:** The American Refrigerator Transit Company at Pueblo, Colorado, hereinafter referred to as the carrier, assigns laborers to unload incoming shipments of material, and to then place such material at designated storage stockpiles in the shop yards for subsequent use as required. This handling of material is not in dispute.

In addition to the above, these laborers are then substituted for carmen helpers to perform the work of delivering material from these storage stockpiles to mechanics wherever the material is fabricated in the several shops, or on the repair tracks, or from one shop to another, and thence to the cars, including the delivering of the material from the stripping track to mechanics in the various shops. However, on and since May 24, 1948, the carrier has declined to assign this work of delivering material to carmen helpers, and this position was re-affirmed by the carrier in conference held on March 22, 1949.

The agreement effective December 1, 1944, is controlling.

**POSITION OF EMPLOYES:** It is submitted that the terms of the aforementioned agreement, particularly Rule 48 thereof, that is, the classification of carmen helpers, plainly provides that "delivering material \* \* \* shall be classified as helpers," and by no stretch of the imagination can delivering of material established in the second paragraph of the foregoing statement of facts be properly considered as the work of laborers or otherwise than carmen helpers' work.

Carman helpers are assigned to deliver material to mechanics repairing cars and they supply the material from trailers or stock piles to mechanics as required, or the mechanics themselves take the material from stock piles, if that is the better operation.

Material from cars stripped for heavy repairs is handled the same as at the St. Louis shop. Material for cars receiving light repairs is delivered from point of storage to mechanics repairing cars by carmen helpers operating automotive equipment.

At the Kansas City shop where only light repairs are made, material received in carloads or by truck is unloaded by laborers to storage piles or to trailers which are unloaded at storage piles. The shop is equipped with a boom tractor, tow tractor and "Chore Boy" which are operated by carman helpers who do material delivery work.

It is the management's contention that the foregoing described system of unloading, storing, shipment, issuing, distribution and delivering of material is entirely proper and in accordance with the provisions of the current agreement.

Carman helpers are assigned to all delivering of material from trailers, skid boxes, skid lifts, stock piles or pallets "to mechanics in shops or on repair tracks in connection with the rebuilding and repairing of refrigerator cars", or the mechanics themselves take material from trailers, skid boxes, skid lifts, stock piles or pallets, if that is the better operation. None of this work is done by laborers. All automotive equipment used in the delivery of material is operated by carman helpers.

The organization has requested, in paragraph No. 2 of the dispute, as filed with your Board, that "accordingly, the American Refrigerator Transit Company be ordered to assign carman helpers to perform the aforesaid work"—the work referred to being listed in paragraph No. 1 as "\* \* \* the work of delivering material to mechanics in shops or on repair tracks in connection with the rebuilding and repairing of refrigerator cars."

The management contends that the foregoing, described system of handling and delivering of material is proper under the provisions of the current agreement. The management also contends that the organization's demand that the words "delivering material" in the carman helper's classification of work rule be interpreted to include all loading or unloading of trailers or any handling of material after original unloading, as outlined in the memorandum of March 22, is a demand not supported by any rule in the current agreement and is, in fact, a request for a new rule in the agreement, assigning additional work to carman helpers not now included in the carman helper's classification of work rule and that such additional rule can be granted only by the company in negotiations.

The company respectfully requests your Honorable Board to so rule.

**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 question involved in this dispute is the meaning of the words "delivering material" contained in Rule 48, current agreement, the pertinent part of which provides:

"Carmen Helpers, employees regularly assigned to help carmen and apprentices, employees engaged in stripping bodies of wood superstructure cars for heavy repairs . . . assisting carmen in jacking up cars, car oiling, packing, rebrassing, delivering material, overhead crane chain hook-up men, and all other work generally recognized as carmen's helpers work shall be classed as helpers."

The carrier assigns laborers to unload incoming shipments of material and to stock-pile the same in its shop yards at Pueblo, Colorado. This assignment of work to laborers is not here questioned. The record shows, however, that in addition to the work assigned to laborers which is above described, the carrier assigns to laborers the work of delivering material from storage stock-piles to or near the car repair track, the wood mill, the welding shop, and similar points, for use by mechanics at those places. This is accomplished at Pueblo by having laborers load material on trucks or trailers at the storage stock-pile from which point it is moved to a place at or near the point of use and there unloaded by laborers. The trucks and trailers are operated by carmen helpers. The basic dispute involved in this claim is whether laborers can properly be used in loading and unloading the material to and from the trucks and trailers, or whether it is work belonging to carmen helpers under the provisions of Rule 48. Some attempt has been made to broaden and generalize the dispute but we are of the opinion that the claim as handled on the property is limited to the foregoing as it applies to refrigerator car repairing in carrier's Pueblo shops.

Carmen's work is defined in Rule 47. Among other things it includes building, maintaining, dismantling, painting, and inspecting all express and freight refrigerator cars. This work necessarily includes all work essential to the accomplishment of these purposes at the place where the work is being done. It includes, necessarily, the handling of materials at the point of use as well as actually putting them in place and inspecting for faults affecting efficiency of use. It requires no specific rule to support a holding that the handling of materials at the point of use is work that a mechanic can properly do. It is just as well established that carmen helpers can assist a carman mechanic in doing this work by virtue of Rule 48 which defines carmen helpers work. It requires no specific rule to warrant our saying that this is work that belongs to carmen and in which carmen's helpers may properly assist. It is incidental to and inherently contained in the work described in the rule.

It is evident therefore that the inclusion of the words "delivering material" in Rule 48 meant something in addition to the work which a carman helper had a contractual right to perform without the inclusion of those words. Unless the words "delivering material" were placed in the agreement for the purpose of including work not otherwise defined, their use would have been wholly unnecessary and the consummation of a needless act. It is a fundamental rule of rule construction that every word used should be given meaning if it is possible to do so. What then did the parties intend by including the words "delivering material" in Rule 48 at the time it was negotiated?

We think the words "delivering material" mean that when storage stock-pile materials become segregated from the storage stock-pile for the purpose of being transported to a particular repair track, wood mill, welding shop, or some other similar operation, the work becomes that of the mechanic's helper. In other words the rights of the carmen's helpers accrue when the materials lose their identity as storage stock-pile materials. It does not mean, of course, that the movement of stock-pile materials for any purpose other than to find their way to a designated place for use by carmen in the performance of carmen's work is work which carmen helpers have a right to perform. We conclude therefore that when materials have been loaded on a trailer at the storage stock-pile by laborers for the purpose of being transported to some particular operation performed by carmen, the work of handling thereafter belongs to carmen helpers by virtue of

Rule 48. But so long as stock-pile materials retain their identity as such by not being selected for potential use on some particular operation being performed by carmen, carmen helpers gain no right to the handling of such materials under Rule 48. To hold otherwise would simply mean that the words "delivering material" as contained in Rule 48, would be surplusage, a result which we cannot presume to have been intended.

#### AWARD

Claim sustained to the extent set forth in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of July, 1951.