

Award No. 1596
Docket No. 1492
2-CRI&P-FO-'52

**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.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Firemen & Oilers)**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the Carrier improperly transferred the work performed by Engine Watchmen to employes of Engine Crews at Ellsworth, Minnesota; Lake Park, Iowa; Waterloo, Iowa; Sibley, Iowa and Dows, Iowa, from about March 27, 1950 until about October 8, 1950.

2. That accordingly the Carrier be ordered to:

a. Desist in assigning said work to other than Engine Watchmen.

b. Compensate Engine Watchmen for all time lost as a result of such improper transfer of work.

EMPLOYES' STATEMENT OF FACTS: Prior to April 1, 1950, the carrier had, for many years, maintained an engine watchman at each of these isolated points on the Cedar Rapids Division.

On March 27, 1950, the engine watchman position at Sibley was abolished. On April 27, 1950, the engine watchman position at Dows was abolished. On April 1, 1950, the engine watchman position at Waterloo was abolished. On April 20, 1950, a bulletin dated April 5, 1950, advertising an engine watchman position at Lake Park, Iowa, was cancelled (engine watchman vacancy at Lake Park account of retirement of former Engine Watchman Poole). On April 12, 1950, the engine watchman position at Ellsworth, Minn., was abolished.

Immediately on the abolishment of these several positions, the work regularly assigned to and performed by engine watchmen, was transferred and assigned to the engine crews at each of the respective points.

This work consisted of relieving the engine crew on trains tying up and/or turning at the respective points, servicing them such as watching, fueling, sanding, lubricating, cleaning, wiping, taking cooling and/or boiler

members of the crafts whose work is gone have been properly abolished, even though members of other crafts must maintain and repair them to keep them operating. Progress takes its toll from many crafts but such fact is not a bar to the abolishment of unneeded positions resulting therefrom. The work of the stationary firemen at Jacksonville has practically disappeared and consequently their positions can be abolished. Powerhouse engineers, whose main duties still remain, can do all the work of operating the powerhouse. Under the circumstances shown, the stationary firemen cannot properly complain of carrier's action in abolishing their positions. They have simply become the unwitting victim of man's ingenuity."

In summation, the carrier states:

1. The carrier has the right to abolish positions.
2. The inauguration of diesel engines dispensed with necessity of watching engines.
3. Any other duties assigned to engine watchmen are merely incidental to the primary duty of watching engines.
4. No where in the agreement are the duties of engine watchmen outlined.
5. There is no rule in the agreement prohibiting enginemen from handling their engines.

Inasmuch as this claim is without support in the agreement, we respectfully petition the Board to deny it.

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.

At various times stated in the record, the carrier abolished positions of Engine Watchman at Sibley, Dows, Waterloo and Lake Park, Iowa, and at Ellsworth, Minnesota. The remaining work of these positions was transferred to engine crews at each of the respective points. The work consisted of relieving Engine Crews or trains tying up or turning at these points, watching, fueling, sanding, lubricating, cleaning, wiping, taking cooler or boiler water, housing the engine and having it started and ready for service when the engine crew is called. The claim is for the time lost by Engine Watchmen during the period that engine crews were permitted to do this work.

From the practical standpoint it may be said that agreements providing for engine watchmen came into existence when the steam engine was the motive power almost wholly relied upon. The services described in the preceding paragraph were necessary to the efficient operation of steam locomotives. Where a round house or shop force is employed, the work is performed ordinarily without the aid of watchmen. But at outlying points such as we have in this case, it was the usual thing to have a watchman assigned to protect live steam locomotives during layover periods. During his tour of duty, he rendered such servicing as the engine required as we have heretofore stated. But with the advent of the diesel locomotive condi-

tions changed. During the cold months, an engine watchman was required during layovers at outlying points, but during the warmer months when it was not necessary to warm up the diesel or protect it against freezing weather, an engine watchman was not required during the entire period of the layover. There being some duties remaining, they were assigned to the engine fireman, generally by a special agreement providing for the allowance of additional time for so doing. It is the contention of the Organization that this may not be done and constitutes the basis for the present claim.

While the agreement with the Firemen, Oilers, Helpers and Roundhouse and Shop Laborers list engine watchmen as a class of employes within the agreement, there are no defined duties of the latter class in the agreement. The record discloses that others have performed the duties of which complaint is here made throughout the years. The duties performed by engine firemen of which complaint is here made are not the exclusive duties of engine watchman by rule or practice. This being so, we cannot say, in the absence of a controlling rule, that the performance of the duties assigned to engine firemen in the present case belongs exclusively to engine watchers at outlying points where the latter are not required during the whole period of the layover. We are obliged to say that the rules do not give the questioned work exclusively to engine watchmen and that the Organization has failed to establish that it belongs to engine watchmen exclusively because of any practice existing over the years.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 12th day of December, 1952.