Award No. 1627
Docket No. 1506
2-PRR-URRWA-'53

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:

THE UNITED RAILROAD WORKERS OF AMERICA, C. I. O.

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: (1) That at Collinsville, Illinois, the duties of coupling air hose, testing air brakes, bleeding air, making necessary repairs to air brake equipment, charging brake train line with air and performing all the air brake tests as required by the air brake manual and particularly 99-C Air Brake Test was transferred to employes not covered by the scope of the controlling agreement.

(2) That accordingly the carrier be ordered to additionally compensate Carman L. L. Haluch for eight (8) hours each date June 24 to July 27, 1949, inclusive, excluding Sundays and holidays.

EMPLOYES' STATEMENT OF FACTS: Carman L. L. Haluch, hereinafter referred to as the claimant, was prior to May 25, 1949, regularly assigned as a freight car inspector at Collinsville, Illinois, with assigned hours 7:00 A. M. to 11:00 A. M. and 12:00 Noon to 4:00 P. M. Effective May 25, 1949, the carrier abolished the regular assignment of freight car inspector held by the claimant and transferred such work as he had been performing to trainmen.

Prior to May 25, 1949, the carrier operated a freight train between Rose Lake and Collinsville, Illinois, on a turn around basis known as the "Collinsville District Mine Run", which operated daily except Sundays and holidays.

Effective May 25, 1949, this "Run" was discontinued and the freight cars formerly hauled by the "Collinsville Run" were assigned to another train known as SL-3 which operates on a straight way basis between Effingham to Rose Lake, Illinois, via Collinsville, Illinois.

The carrier transferred the work of freight car inspector which the claimant had been performing prior to May 25, 1949, to the trainmen.

The agreement of September 1, 1946, and as amended July 1, 1949, are controlling.

POSITION OF EMPLOYES: It is crystal clear that work of "coupling and uncoupling air hose, making 99-C air test, etc.," is work which prior to May 25, 1949, was work assigned by bulletin to the claimant.

The Railway Labor Act, in Section 3, First, subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of interpretations or application of Agreements concerning rates of pay, rules and working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the employe in this case would require the Board to disregard the agreement between the parties and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to the agreement. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has established that the applicable agreement was not violated when the train crew of train SL-3 was required to couple air hose and make air brake test incident to the cars picked up at Collinsville, and that under such circumstances the claimant is not entitled to the compensation which he claims.

The carrier respectfully submits, therefore, that your Honorable Board should deny the claim of the employes in this matter.

The carrier demands strict proof by competent evidence of all facts relied upon by the claimant, with the right to test the same by cross examination, the right to produce competent evidence in its own behalf at a proper trial of this matter, and the establishment of a record of all of the same.

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.

On and prior to May 24, 1949, Carrier operated a freight train between Rose Lake and Collinsville, Illinois, on a turnaround basis. The train handled coal from a nearby mine primarily. During this period a freight car inspector was assigned at Collinsville with the duty of "inspecting and repairing freight cars at mines and industries, coupling and uncoupling air hose making 99-C air test, road work between Collinsville and Pait, and other duties assigned." Effective May 25, 1949, this mine-run train was discontinued because of a curtailment of production at the mine and the remaining car movements were assigned to Train SL-3, a train operating on a straight-away basis between Effingham and Rose Lake, Collinsville being an intermediate point on this run. Concurrently with the abolition of the mine run, the car inspector's position at Collinsville was abolished and the work remaining was assigned to trainmen on SL-3. The claim is that this work was improperly transferred and that the car inspector entitled to have performed the work should be compensated therefor.

We think it is clear that the general rule is that the coupling and uncoupling of air hose in the absence of specific agreement is the exclusive work of carmen (inspectors) when it is performed in connection with and incidental to their regular duties of inspection and repair. It follows that the coupling or uncoupling of air hose, when it is not done in connection with or incidental to a carman's regular duties of inspection and repair is not, in the absence of specific agreement, the exclusive work of carmen. Award 1626. The record shows that during the time the mine-run train was

being operated an inspector was assigned to inspect and repair cars at mines and industries, do hose coupling and make air tests, and to do road work between Collinsville and Pait. When production at the mine was curtailed and train SL-3 picked up and set out cars at Collinsville the same as at any other intermediate point, the carrier assigned the work at that point to trainmen, and the inspection and repair of cars was performed at Rose Lake. The work assigned to trainmen at Collinsville was not that of an inspector but that of making the air inspections ordinarily made by road trainmen. It was incidental to the work of the trainmen and it could properly be assigned to them. The work of inspection for the purpose of repair and the making of the repairs was assigned to inspectors at Rose Lake, who either performed it at that point or came to Collinsville to do it. Carrier was acting within the prerogatives of management in handling this work as it did.

Employes rely upon Rule 8-L-1, which provides:

> "Work which as of the effective date of this Agreement is being performed by employes of this Company, covered by this Schedule Agreement, shall not be transferred to other employes of this Company covered by another Schedule Agreement, without negotiations and agreement between the representatives of Management and the Industrial Union of Marine and Shipbuilding Workers of America, C.I.O., (successor, by merger to the United Railroad Workers of America, C.I.O.)".

We point out that this rule did not become effective until July 1, 1949, and, consequently, if there was a transfer of work from one craft to another in the present case, it was done before the foregoing rule became operative. But in any event, Rule 8-L-1 does not purport to freeze assignments of employes. It does not purport to place the carrier in a straight jacket when conditions change which permits the work to be done by other crafts. What the rule intends is that whatever work belonged to employes before the change in representation should belong to it afterwards. But where conditions change, as in the present case, and the use of an inspector is no longer required and the work complained of becomes incidental to that of a road trainman, Rule 8-L-1 is not prohibitory. The minimum inspection of cars and the coupling and uncoupling of hose has simply become incidental to the work of road trainmen instead of an inspector. There being no restrictive agreements upon the carrier's action, we are of the opinion that there was no agreement violation in the present dispute.

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 January, 1953.