

Award No. 2384

Docket No. 2082

2-WAB-CM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 13, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

WABASH RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the service rights of the Carmen at Brooklyn and East St. Louis, Illinois were violated when the Carrier used maintenance of way employes and others to repair station trucks at the East St. Louis Freight Terminal.

2. We wish to file claims for the following carmen assigned to work in Brooklyn and East St. Louis Freight Yards:

Ray Noll, who works the first shift 7:00 A. M. to 3:00 P. M. Wednesday through Sunday—4 hours overtime pay at \$1.989 per hour August 23, 1954.

J. Curry, who works the first shift 8:00 A. M. to 12:00 Noon and 12:30 P. M. to 4:30 P. M. Wednesday through Sunday—8 hours overtime pay at \$1.989 per hour August 24, 1954.

H. W. Friese, who works the first shift 8:00 A. M. to 12:00 Noon and 12:30 P. M. to 4:30 P. M. Sunday through Thursday—8 hours overtime pay at \$1.989 per hour August 27, 1954.

EMPLOYEES' STATEMENT OF FACTS: The aforementioned employes in the employes' statement of claim are assigned to work in the Brooklyn, Illinois and East St. Louis, Illinois Freight yards and are hereinafter referred to as the claimants. The employer, the Wabash Railroad Co., will hereinafter be referred to as the carrier.

At East St. Louis, Illinois, there is a freight terminal where package freight is unloaded and transferred to other cars for shipment. It has been the practice to send station trucks to the car shop at Decatur, Illinois to be repaired, but recently the carrier has installed a chain conveyor belt to pull

"RULE 138

DECATUR RECLAMATION PLANT

Except as otherwise provided in this rule, Reclamation Plant employes will be classified in accordance with the work they perform as outlined in the special rules of each craft covering working conditions of Mechanical Department employes.

(a) Helpers qualified and performing the following work:
* * * dismantling, repairing and assembling * * * steel warehouse trucks * * *.

A differential rated helper will perform any or all work coming under the above classification." (Emphasis added).

Even assuming that the term "station trucks," used in Rule 112 of the agreement, was sufficiently broad to include warehouse trucks, the claim is still wholly without basis under the rules of the agreement for the reason that the scope and Rules 139 and 140, hereinbefore quoted, clearly, and without any ambiguity whatever, limit the application of the Agreement to "work in the Mechanical Department as specified herein and does not include similar work in other departments."

As has so often been expressed in awards of this Division, as well as other Divisions of the National Railroad Adjustment Board, a written agreement should be read as a whole and interpreted so as to give effect to all its provisions. To hold that carmen are entitled to perform the work of repairing warehouse trucks at East St. Louis freight house, not coming under the jurisdiction of the mechanical department, merely because the language, "station trucks," appears in Rule 112—Classification of Carmen—would be tantamount to declaring a complete nullification of the scope rule, and of Rules 139 and 140, which, in effect, provide that Rule 112 does not apply under the conditions here present. All rules of this agreement following scope are conditioned upon and limited by the provisions of the scope. Any contention that the work described in Rule 112 belongs to carmen, irrespective of where it may be performed, is definitely and finally refuted by Rules 139 and 140, and to uphold the employes' contentions in this case will require the extension of the effect of the agreement beyond that embraced by the scope and will totally disregard and nullify Rules 139 and 140.

Service rights of carmen at Brooklyn have not been violated as contended in Item No. 1 of the employes' statement of claim, carmen have no right to work not coming under the jurisdiction of the mechanical department and not performed in the mechanical department. Consequently, there is no merit to the time claims in favor of the three carmen as presented in Item No. 2 of the statement of claim. The contentions of the committee should be dismissed and the claim denied in its entirety.

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.

This claim involves the service rights of carmen employed and having seniority at carrier's repair track facilities located at East St. Louis, Illinois, in an area known as Brooklyn, although used by carrier to inspect and make repairs to freight cars in and about the East St. Louis Freight House. The

organization contends carrier violated these rights when it used maintenance of way employes at its East St. Louis Freight Terminal, which is under the jurisdiction of its Transportation Department, to repair station trucks.

The work of repairing these trucks was done by a maintenance of way welder and his helper on the east side of the freight house platform. It consisted of making repairs to warehouse trucks by the use of an acetylene torch and an electric welder.

Rule 112 of the parties' controlling agreement, under which the work is claimed for carmen, provides, insofar as here material, as follows:

"Carmen's work shall consist of * * *; carmen's work in building and repairing * * * station trucks; * * * oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; * * *"

This "classification" is, of course, limited by the "Scope" provision of the agreement as clarified by Rules 139 and 140 thereof. These provide:

SCOPE

"It is understood that this agreement will apply only to those who perform the work specified in this agreement in the locomotive and Car Departments (Mechanical Department), and does not apply to employes of other departments or others performing similar work not coming under the jurisdiction of the Mechanical Department."

RULE 139

"It is understood that this agreement applies only to the work in the Mechanical Department as specified herein and does not include similar work in other departments.

In the event employes in the Mechanical Department are directed to perform work for other departments similar to the work specified herein, they will, while performing such work, be subject to the provisions of this agreement."

RULE 140

"It is understood that the foregoing rules apply only to those who perform the work specified in this agreement in the Mechanical Department and does not apply to employes of other departments or others performing similar work not coming under the jurisdiction of the Mechanical Department."

By the language used carrier gave to the employes covered by the agreement the exclusive right to perform all the work of the class covered thereby which is performed in the Mechanical Department and under the supervision thereof, plus whatever work of that class performed by these employes which other departments may assign to them. However, it does not require that work of the class covered thereby, which any other department may have to be performed, has to be so assigned. In this respect it preserves the practices existing on the carrier at the time the agreement was entered into. See Awards 1556 and 2198 of this Division for comparable holdings.

The record discloses the type of repairs here made have always been made by the employes of any department of this carrier in which warehouse, station or other comparable trucks are used, insofar as they able to do so, and that has been true at its East St. Louis Freight House where none of the employes comes under the jurisdiction of the Mechanical Department. However, it would appear that if such trucks need a complete overhauling they

are usually sent to the Mechanical Department at Decatur, Illinois where carmen do the work.

In view of what we have said we do not think carrier violated claimants' service rights.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December, 1956.