Award No. 2628
Docket No. 2481
2-C&NW-CM-'57

# NATIONAL RAILROAD ADJUSTMENT BOARD

## SECOND DIVISION

**The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.**

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## PARTIES TO DISPUTE:

## SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Carmen)

## CHICAGO AND NORTH WESTERN RAILWAY COMPANY

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the Carrier violated the provisions of the controlling agreement, particularly Rule 124 thereof, when it assigned yardmen and trainmen to couple air hose in the Clinton, Iowa train yards between October 14, 1955 and March 27, 1956, inclusive.

2. That accordingly the Carrier be order to additionally compensate the following Carmen for eight (8) hours at the time and one-half rate for each of the dates listed under their names:

Fred Edmunds:
October 14, 1955; November 2, 9, 16, 23, 30; December 7, 14, 21, 28, 1955; January 4, 11, 18, 25; February 1, 8, 15, 22 and March 7, 1956.

Garrett Houzenga:
October 15, 16, 22, 23, 29, 30; November 5, 6, 12, 13, 19, 20, 26, 27; December 3, 4, 10, 11, 17, 18, 24, 25, 31, 1955; January 1, 7, 8, 14, 15, 21, 22, 28, 29; February 4, 5, 11, 12, 18, 19, 25, 26; March 3, 4, 10 and 11, 1956.

John Bielema:
October 17, 18, 24, 25, 31; November 1, 7, 8, 14, 15, 21, 22, 28, 29; December 5, 6, 12, 13, 19, 20, 26 and 27, 1955; January 2, 3, 9, 10; March 5 and 6, 1956.

Clarence Decker:
October 20, 27; November 3, 11, 17, 25; December 1, 9, 16 and 22, 1955; January 5, 12, 20, 27; February 2, 3, 9, 10, 16, 17, 23, 24; March 1 and 2, 1956.

Joe Kettler:
October 21, 28; November 4, 10, 18, 24; December 2, 8, 15 and 23, 1955; January 6, 13, 19, and 26, 1956.

J. B. Wiebenga:
January 16, 17, 23, 24, 30 and 31, 1956.

E. Zuidena:
January 25 and 26, 1956.

L. P. Bell:
January 26, 27; February 2, 3, 9, 10, 17, 23; March 2, 1956.

Nick Basarich:
February 1, 2, 3, 8, 9, 10, 15, 16, 24 and 29, 1956.

Glen Anson:
February 11, 13, 14 and 20, 1956.

J. Hickey, Jr.:
February 19, 1956.

R. J. Buikema:
February 29 and March 9, 1956.

**EMPLOYES' STATEMENT OF FACTS:** The employes named in the foregoing statement of dispute are hereinafter referred to as the claimants and they were regularly employed by the carrier in its train yard at Clinton, Iowa between October 14, 1955 and March 27, 1956, inclusive, as follows:

Fred Edmunds:
8:00 to 4:00 P.M. Saturday and Sunday. 4:00 P.M. to 12:00 Midnight Monday, Tuesday and Thursday with Wednesday and Friday as rest days.

G. Houzenga:
4:00 P.M. to 12:00 Midnight Monday through Friday with Saturday and Sunday as rest days.

John Bielema:
4:00 P.M. to Midnight Wednesday through Sunday with Monday and Tuesday as rest days.

Clarence Decker:
4:00 P.M. to 12:00 Midnight Saturday through Wednesday with Thursday and Friday as rest days.

Joe Kettler:
8:00 A.M. to 4:00 P.M. Saturday and Sunday and 4:00 P.M. to 12:00 Midnight Monday, Tuesday and Wednesday with Thursday and Friday as rest days.

J. B. Wiebenga:
4:00 P.M. to 12:00 Midnight Wednesday through Sunday with Monday and Tuesday as rest days.

of the rule by semicolons both before and after the phrase. The fact that it is not so separated but is tied to freight and passenger inspecting clearly establishes that only air hose coupling performed in connection with freight and passenger car inspection is work which can be contended belongs exclusively to the carmen's craft or class. This Board is of course familiar with the fact that in interpreting the agreement here under consideration, specifically rule 124, it is necessary that that agreement be taken into consideration as written, which includes the punctuation marks as they appear in that section. The absence of a semicolon in the phrase here under consideration clearly establishes that in the rule air hose coupling must be tied to freight and passenger car inspection for it to come under the rule.

As the carrier has pointed out in the statement of facts in this case, at the time inspection of Trains 1-252 and 1-258 is made at Clinton, such trains have just arrived from the west. All hoses are coupled in the train at that time, except for the fact, of course, that a cut has been made between the 105th car and the remainder of the cars, when there are more than 105 cars in the train in order to double in yarding the train. It is therefore clearly apparent that at the time the inspection is made there are no hoses to be coupled and the claim here presented is that the carmen employed at Clinton, after making inspection of the train, should be held at or in the vicinity of track No. 21 until the refrigerator cars are iced, the train is reswitched into blocks, and the blocks assembled in order that the carmen could at that time make the proposed connection.

The carrier submits that it is clearly established on this property through the previous handling on three previous occasions of the contention of the organization that they had the exclusive right to couple air hoses, and the acceptance of the denial decision by the organization, that the claim now submitted to this Board is not supportable under the controlling agreement. The carrier further submits that the previous decisions of this Board above referred to, clearly establish that the claim is not sustainable. The rule under consideration can only be considered as sustaining the claim in the event the reference to air hose coupling contained herein is isolated in the rule, which proper grammatical construction will not permit. The carrier therefore submits that the claim should be 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.

At the Carrier's Clinton, Iowa, train yard, Car Inspectors are employed around the clock.

The Organization complains that beginning October 14, 1955, and continuing until March 27, 1956, the Carrier assigned the work of coupling air hose on each shift on certain trains to Yardmen and Trainmen. It is submitted by

the Organization that such acts constituted a violation of Rule 124 of the Current Agreement reading, in part as follows:

> "Other Carmen's work shall consist of * * * air hose coupling in train yards and terminals; * * *."

Carrier explains that the coupling complained of was made after the Carmen had made their inspection and while the trains or cars are switched and blocked for further movement, i.e., departure. It claims support of past Awards for the position taken by it that coupling of air hose belongs to Carmen only when done in connection with inspection and repair of cars but not when done, as here, in connection with train movements, citing Awards 32 and 457 of this Division. Carrier relies upon the punctuation of the pertinent portion of Rule 124, contending that the coupling phrase is joined with that concerning inspection. We again quote from Rule 124:

> "* * * Freight and passenger car inspection, air hose coupling in train yards and terminals; * * *."

A number of denial awards were cited in support of Carrier's position upon argument. Because the Organization explains such denial holdings upon the grounds that in those cases the work was not spelled out in the Carrier's Classification of Work Rule, as here, we examine each.

Award 32: Not specifically covered by rule provision; hence point named here was not considered. Award 457: Classification of Work Rule not set forth or ruled upon. Similarly in Award 1766. Award 664: Not specifically covered by rule provision, hence point raised here was not considered. Similarly in Awards 682, 1333, 1372, 1554, 1626, 1636 and 1823. Award 826 involved inspecting and air testing and while undoubtedly involving coupling, that subject was not separately treated. In Award 1305, switching operations were expressly excluded from the coupling rule. Award 1370 represents a settlement of differences between Carmen and Carmen Helpers wherein a Memorandum of Agreement provided that Helpers may connect and disconnect steam and air hose when not in connection with tests or repairs. In Award 2176 there was no rule in the Agreement which referred to bleeding air, a task that the Carmen sought to avoid unless compensated extra therefor. The Award is authority only for the rule that where work is not exclusively that of any craft it can be performed by anyone assigned to it.

We adhere to the principle announced in a long line of awards of which the above considered awards are typical, that under the usual scope rule the coupling and uncoupling of air hose is the exclusive work of Carmen only where it is incidental to the making of inspections and repairs. We however recognize that such principle may be enlarged upon by the parties through negotiations to give the Carmen greater scope to their work than that found in the somewhat standard scope rule. We find such a peculiarity in the Agreement before us. Air hose coupling in train yards and terminals has been expressly given to Carmen under Rule 124 upon this property.

We are not inclined to resort to punctuation in a collective bargaining agreement to defeat a clearly expressed provision. While the Carrier, grammatically, may have a point in seeking to qualify the right by relating it to car inspection, the commonly understood meaning of language used and not the form or punctuation must control if continued respect for negotiated agreements is to be accorded.

Based on the rule and the facts before us the claims asserted must be sustained but at the pro rata rather than time and one-half rate.

AWARD

Claim sustained at pro rata rates.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 17th day of September, 1957.