

**Award No. 2717
Docket No. 2544
2-C&NW-CM-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling agreement, the Carrier improperly transferred the work of coupling air hose in train yard at Belle Plaine, Iowa to switching and train crews.
2. That accordingly, the Carrier be ordered to:
 - a) Restore such work to carmen;
 - b) Compensate furloughed Carman Louis Slock for five 8-hour days each week at the straight time rate retroactive to September 12, 1955, that others than Carmen have performed the work between the hours of 8:00 A.M. to 12:00 Noon and 12:30 P.M. to 4:30 P.M.
 - c) Compensate furloughed Carman Louis Slock for holidays beginning September 12, 1955 that others than Carmen have performed the above work;
 - d) Compensate Carman Louis Slock for all time, at the time and one-half rate of pay, for each day retroactive to September 12, 1955 that others than Carmen have performed the work after 4:30 P.M.

EMPLOYEES' STATEMENT OF FACTS: Prior to September 10, 1955, the carrier maintained train yard and repair tracks at Belle Plaine, Iowa, with a force of carmen consisting of one mechanic in charge, one car inspector and one car repairer, which is confirmed by 1955 seniority roster submitted herewith as Exhibit A. Their regularly assigned hours were 8:00 A.M. to 4:30 P.M., with 30 minutes for lunch, Monday through Friday. The

fact that it is not so separated but is tied to freight and passenger car 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.

The carrier therefore submits that it is clearly established on this property through the previous handling of this identical question on three previous occasions that the claim as now submitted is not supportable under the controlling agreement. The carrier further submits that the previous decisions of this Board above referred to clearly establishes that the claim is not sustainable. The rule under consideration can be considered as sustaining the claim only in the event the reference to air hose coupling contained therein 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.

It has been stated by the organization that "the instant case is similar to that which was involved in Docket No. 2481" wherein a sustained award was made by this Division in a dispute between the present parties.

Examination reveals the similarity, but it also discloses a significant difference, in that this case involves Belle Plaine, Iowa, a point where the carrier has discontinued the use of carmen. Award 2628 (Docket 2481) turned on Rule 124 wherein "air hose coupling in train yards and terminals has been expressly given to carmen." That dispute arose "at the carrier's Clinton, Iowa, train yard (where) car inspectors are employed around the clock."

In this docket the Brotherhood rebuttal claims that Rule 29 has also been violated, which violation was not claimed originally nor in the basic submission to this Division. Mr. Cohan's letter of January 13, 1956 points out clearly the spread of hours during which trains departed from Belle Plaine, Iowa, but is completely silent on how long the trains were, how complicated the switching was, or which of the enumerated trains originated or were reworked while at Belle Plaine. No mention is made of an average two (2) hours' work in any shift. The carrier's reply is a general denial of the two (2) hours. In the absence of facts to which the rule may be applied

this Board is constrained to remand the docket to the parties for a determination of the amount of time consumed in actual work of the mechanic (carman).

AWARD

Remanded for further progression on the property in keeping with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1957.

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

(The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the interpretation was rendered.)

INTERPRETATION NO. 1 TO AWARD NO. 2717

DOCKET NO. 2544

NAME OF ORGANIZATION: System Federation No. 12, Railway Employees' Department, AFL-CIO. (Carmen)

NAME OF CARRIER: Chicago and North Western Railway Company.

QUESTION FOR INTERPRETATION: Do the words in Award No. 2717:

"Remanded for further progression on the property in keeping with the above findings."

and that part of the findings reading:

"In the absence of facts to which the rule may be applied this Board is constrained to remand the docket to the parties for a determination of the amount of time consumed in actual work of the mechanic (carman)."

mean that since Rule 29 provides that:

"At a point where it is proved to the satisfaction of the parties to this agreement that more than two hours' work is done in any day or night shift in any one day, based on the average of one week, a mechanic will be employed."

it is the purpose of the remand to establish the amount of mechanic's work (carman) and not just coupling of hose work?

Under the first paragraph of claim of the original employees' submission it is asserted that "the carrier improperly transferred the work of coupling air hose at Belle Plaine, Iowa." This is followed by a request that "carrier be ordered to: (a) restore such work to carmen and (b) compensate furloughed Carman Slock."

The claim was progressed to a result in Award No. 2717, wherein we found that this Division was without knowledge, of "the spread of hours during which trains departed . . . how long the trains were . . . how complicated the switching was . . . which . . . trains originated or were reworked . . . (and) an average two (2) hours' work in any shift."

Now the parties are in dispute as to how to conduct a joint check, "of the amount of time consumed in actual work of the mechanic (carman)." The carrier proposes in point 3 of the Memorandum that "the joint check shall cover only the time consumed in actually coupling hose, i.e., from the time going in between two cars for that purpose until return from between the cars, on a cumulative basis." The organization's response to the Memorandum proposal accepted points 1, 2, and 4, as phrased by the carrier, but as to point 3 insisted that "the joint check shall cover the time consumed coupling hose, starting at one end of train and ending at the other end of the train or cut of cars, and time consumed performing other carman mechanic's work at the respective point."

The organization's proposal is more realistic, and if followed in good faith and fair dealing will aid in establishing whether there is "an average two (2) hours' work in any shift . . . consumed in actual work of the mechanic (carman)."

AWARD

The claim is again remanded to the parties for further progression on the property in keeping with our original findings as herein elaborated by interpretation.

Referee D. Emmett Ferguson who sat with the Division as a member, when Award No. 2717 was adopted also participated with the Division in making this interpretation.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October, 1958.