



Award No. 5651

Docket No. 5557

2-LV-CM-'69

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Gene T. Ritter when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 96, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Carmen)

LEHIGH VALLEY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier improperly assigned Trainmen on August 15, 1966 to perform the work of Carmen in making inspection, air test and the related coupling of air hoses on 19 cars; August 16, 1966 on 4 cars; August 17, 1966 on 12 cars; and August 18, 1966 on 15 cars; before cars left in train dispatched from departure yard, Stockertown, Pa.

2. That accordingly, the Carrier be ordered to compensate Carman Donald Richards four (4) hours at the straight-time rate of pay for each of the respective dates shown above.

EMPLOYEES' STATEMENT OF FACTS: Carman Donald Richards, hereinafter referred to as the Claimant, is regularly assigned to position as car inspector on the 6:00 A. M. to 2:00 P. M. shift, Monday through Friday, and was available to be called for this work on the above claimed dates, but was not called.

On August 10, 1966, Car Inspector Joseph Piazza, regularly assigned to position covering carman assignment at Easton, Pa. and Stockertown, Pa. on the second shift, was given notice by the Carrier that his position was abolished insofar as his assigned carman duties at Stockertown, Pa. were concerned.

The Carrier, on August 11, 1966, then bulletined a car inspector position covering carman assignment at Easton, Pa. and Richards, Pa. on the 2:00 P. M. to 10:00 P. M. shift. This eliminated the car inspector assignment at Stockertown, Pa.

Easton Yard, Richards Yard and Stockertown Yard are all situated in the same Carmen seniority district and car inspectors are on duty on all three (3) shifts.

The work of the position, which, prior to August 11, 1966 was always performed by Carmen, was not discontinued, but only the Carman position abolished, and his work transferred to the Trainmen.

At our conference on January 8, 1965, we discussed your above request.

As I advised you at the above meeting, management has been complying with and will continue to comply with the provisions of the above referred to Article V. There has been no violation of this agreement as you have stated.

Carmen on this property continue to make all inspections of cars for defects and in departure yards, when on duty, continue to couple air hose incidental to their own testing of air brakes.

The above agreement did not take away any work, properly the right of train and engine crew men to perform, from those employes. The work performed at Richards and other points on this property, referred to by you during our discussion, is not the exclusive work of any one craft. The coupling was not necessary or incidental to any work of carmen but was incidental and necessary to work of the trainmen.

Yours very truly,

/s/ P. N. Mansfield
P. N. Mansfield
Chief of Personnel"

As previously stated the train crew members did not by any stretch of the imagination make any mechanical test of the brakes and appurtenances of the cars in the train, there was no reason for the Carrier to assign a carman to the train involved. It is a recognized fact in the railroad industry, that to mechanically inspect the brakes and appurtenances of cars, special tools and skills are needed. Such tools and qualifications are not necessary to make air brake tests or couple air hose. Train crew members have neither the tools or skills to perform the work the claimants herein allege was performed by the train crew.

CONCLUSION: Carrier asserts that this claim should be denied for any of or all of the following reasons:

1. There is no rule in the Carmen's agreement giving that class of employes the exclusive right to couple air hose and/or test air brakes.
2. The issue of trainmen coupling air hose and testing air brakes has been taken to this Board on previous occasions, the claims were denied and the carriers involved were upheld in the same principle herein involved.
3. The employes have failed to produce any rule or evidence to substantiate its position in this case.
4. The work herein complained of has never been assigned exclusively to any particular class of employes on this property.

Awards of the National Railroad Adjustment Board have been cited by the carrier in support of its' position.

Carrier respectfully submits this claim is without merit and should be denied.

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.

Parties to said dispute waived right of appearance at hearing thereon.

On August 10, 1966, Carrier abolished Car Inspector Joseph Piazza's position insofar as his assigned duties at Stockertown, Pa., were concerned. On August 11, 1966, Carrier bulletined a car inspector position covering carman assignment at Easton, Pa. and Richards, Pa. on the 2:00 P. M. to 10:00 P. M. shift, thus eliminating the car inspector assignment at Stockertown, Pa.

The Organization contends that Carrier violated the Agreement by abolishing a Carman's position and transferring the work to employes of another craft, i.e. Trainmen.

Carrier contends that the work at Stockertown had diminished which gave it the right to abolish this part time position; that no inspection is performed at Stockertown; and that Carrier has the right to abolish jobs and reallocate work.

The record discloses that there was no mechanical inspection made of the cars involved and that the trainmen coupled air hoses in the train of cars they were handling on their trains. In Award 5462 (Coburn), this Board stated:

"* * * Furthermore, even the operating rules provide that it is the **joint responsibility** of Carmen and Trainmen for the condition of air brakes and air signal equipment by jointly or severally making the required air tests (Op. Rules Nos. 7 and 8-c). Thus it is conclusively shown that neither trainmen nor carmen, as a matter of practice or rule, have enjoyed the exclusive right to perform the work in dispute."

Thus, it has been established by the above quoted Award as well as Awards 5192 (Weston), 5439 (Kane) 5463, 5464 (Coburn), 5535, 5536 (Ives) and 5566 (Murphy), all of which were on this property, that the making of air tests similar to the tests involved in this dispute is not the exclusive work of Carmen.

For the reasons that Carrier has an inherent right to abolish a position and that neither carmen nor trainmen have exclusive rights to the work involved in this dispute, this claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 20th day of March 1969.

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