

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen of the United States
(and Canada
(
(The Seaboard System Railroad Company (L&N)

STATEMENT OF CLAIM:

1. That the Seaboard System Railroad Company, (formerly Louisville & Nashville Railroad Company), hereinafter referred to as the Carrier, violated the terms of the controlling Agreement, particularly Rule 104, and Appendix C Article V which was amended by the December 4, 1975 National Agreement, when they assigned or allowed trainmen and/or switchmen to couple air hoses, test, and inspect the air brakes on trains within a yard where Carmen are employed and on duty, on November 11, 12, 13, 14, 15, 18, 19, 20, 21 and 22, 1985.

2. And accordingly the Carrier should be ordered to compensate the employee who was assigned to and first out on the train yard miscellaneous overtime board on each date, for two (2) hours and forty (40) minutes at the time and one-half rate, or a minimum call, as a result of said violations.

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 employes 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.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute and did not file a Submission with the Division.

On November 24, 1985, the Organization filed a Claim asserting that Carrier improperly used Switchmen and Trainmen to couple, test, and inspect air hoses and air brakes on the Southmont Switcher, a train made up at its Montgomery, Alabama, yard.

This Board has reviewed the record in this case, and we must find that the Organization has not met its burden of proof. Therefore, the Claim must be denied.

This Board has ruled on numerous occasions that three criteria must be met to sustain a Claim of this kind. One of those criteria is that the train in question must depart the yard or terminal. The record is clear that although Carmen were on duty in the Montgomery Departure Yard, the train at issue did not depart the yards. It went from yard to yard never left the terminal. Moreover, there is some question as to whether there was even a train. (See Second Division Awards 11088 and 6827).

Finally, this Board has ruled on numerous occasions that coupling air hoses and testing brakes is not work that is held exclusively for Carmen. Therefore, this Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1988.