

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12379
Docket No. 12283-T
92-2-91-2-96

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(CSX Transportation, Inc.
(Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM:

1. That the Louisville & Nashville Railroad Company, hereinafter referred to as the carrier, violated the agreement, particularly, but not limited to, Article V of the September 25, 1964 Agreement, as amended by Article VI of the December 4, 1975 Agreement, and further amended by Article VI of the November 19, 1986 Agreement, and Rules 104 and 30 of the September 1, 1943 Agreement between the parties involved, when on various dates as hereinafter set forth they assigned or allowed other than carmen to couple air hoses and inspect and test air brakes on cars in Boyles (Birmingham, Alabama) yard where carmen are employed and were on duty, on various dates, hereinafter set forth.

2. And accordingly, carrier should be ordered to additionally compensate the following carmen, hereinafter referred to as the claimants, for four (4) hours at straight time rate on each date specified as a result of said violations:

J. Waites	April 14, 23, 26 and 28, May 11, 12, 13 and 14, 1989
R. Ricks, Jr.	April 14 and 23, May 11, 13 and 16, 1989
M. Hixon	May 31 and June 2 and 8, 1989
C. W. Bell	May 31 and June 2 and 9, 1989
R. K. Hill	June 25, 1989.

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, but chose not to intervene.

In this claim, the Organization states that on various dates in 1989 the Carrier assigned or allowed employees who were not Carmen to couple air hoses as well as inspect and test air brakes on railroad cars at Boyles Yard, Birmingham, Alabama. The Organization contends that the claimed work belongs to its craft by Agreement language, particularly Article V of the September 25, 1964 agreement, Article VI of the December 4, 1975 Agreement and Article V of the November 19, 1986 Agreement. Specifically, the Organization relies mainly upon the language of Article V of the 1986 Agreement which states: "Where such work performed by Carmen is transferred to another location, Carmen shall be utilized to perform such work."

On the basis of our review of the record developed on the property, we hold for the Organization in this matter.

With respect to damages, we adhere to past Awards which have held that payment for time not worked should be at the straight time rate of pay. In this case, two (2) hours and forty (40) minutes.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of July 1992.