

Award No. 1066

Docket No. 991

2-L&N-CM-'45

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: (a) That under the controlling agreement, and particularly Rules 103 and 115, the maintaining and repairing of cars at shop points as well as on the line of road when cars are set out of trains for repairs, is the work of carmen and not that of trainmen.

(b) That the carrier violated the controlling agreement and particularly Rules 103 and 115, when the train crew of Local Train No. 67 was assigned to repair (rebrass) Car B-S 781, at Georgiana, Alabama, October 18, 1943.

EMPLOYEES' STATEMENT OF FACTS: The true facts are that the car referred to, Birmingham Southern car 781, loaded with steel, destination Mobile, Alabama, departed Montgomery, Alabama, in through freight train No. 3/17 at 10:10 P. M., October 16, 1943, developed a hot box at location L-4 and was set out at Georgiana, Alabama, at 7:01 A. M., October 17, was picked up by local freight train No. 67 at 8:00 A. M., October 18. The crew of No. 67 applied a brass at location L-4 and carried car forward to Flomaton, Alabama, the terminus of train No. 67. Car then departed Flomaton, Alabama, at 7:30 A. M., October 19, in train No. 19. While enroute in train No. 19 the car developed hot boxes, locations R-1 and R-4, Atmore, Alabama, which were brassed by the train crew and car carried forward in same train to its destination, Mobile, Alabama.

POSITION OF EMPLOYES: The employees contend that repairing cars on line-of-road is work of the carmen's craft; that once a car becomes disabled and is set out of a train for repairs, such repairs must be made by carmen and helpers, and not by trainmen of another or following train; that after a car has been set out of a train, the train crews have no further jurisdiction over the car; that no type of repairs are excepted, but on the contrary the rule includes and covers all repairs of whatever nature or type to be made to the car. This position of the employees is supported by Rule 115 of the current agreement covering repairs to cars on line-of-road, which reads as follows:

Rule 115

"Carmen, and helpers when necessary, will be sent to inspect and repair cars on line of road or away from the shops."

Inasmuch as the agreement does not support the position that the brassing of cars is a "repair" within the meaning of the rules and since it is conceded by the employees that a train crew may brass a car being carried in their train, the request of the employees that Rule 115 of the agreement be applied and that a carman be sent out on line of road to brass a car under such circumstances 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 employees 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.

A freight car loaded with steel, destination Mobile, Alabama, departed Montgomery, Alabama, in a through freight train October 16, 1943. It developed a hot box and was set out at Georgiana, Alabama, October 17. The freight car that had been set out was picked up by local freight train No. 67, October 18. The crew of No. 67 applied a brass and carried car forward. The contention of the employees is that the carrier violated the current agreement when the crew of local train No. 67 was assigned to rebrass the freight car at Georgiana. The employees concede that the members of the train crew could rebrass car so long as the car remains in their train. We quote from employees' submission:

"It must be particularly noted that the employees are not assuming the ridiculous position that members of train crews cannot make such emergency repairs to cars—so long as the car remains in their train—that will enable them to continue with the car to its destination or terminal. . . ."

Again we are involved with a case in which the classification of work rule No. 103 makes no reference to rebrassing cars. The only reference is made in Rule 105, which applies to car helpers. The same identical principle is involved in this case as was involved in the recent Awards 1001 and 1032 of this Division, in which the contention of the employees was denied by this Board. Those awards are controlling.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd day of May, 1945.