

Award No. 1080

Docket No. 980

2-D&RGW-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. 10, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY**

(WILSON McCARTHY AND HENRY SWAN, TRUSTEES)

DISPUTE: CLAIM OF EMPLOYEES: 1. That the maintaining and repair of cars under the provisions of the controlling agreement is carmen's work.

2. That in violation of the controlling agreement P. R. R. cars 316618 and 134933 were repaired by other than carmen at Cisco, Utah, on September 24, 1943.

3. That the carrier be ordered to pay Carman Arthur Hadden as follows:

(a) From 7 A. M. to 8 A. M., September 24, 1943, preparatory time, one hour at rate and one-half.

(b) From 8 A. M. to 5 P. M., shop work at home station, eight hours at pro rate and one hour at rate and one-half.

(c) From 5 P. M., September 24, to 8 A. M., September 25, 1943, waiting and traveling, fifteen hours at rate and one-half.

(d) Less the amount previously paid within the said period.

EMPLOYEES' STATEMENT OF FACTS: At Grand Junction, Colorado, prior to September 24, 1943, the carrier assigned the carman first out on the overtime board to accompany the local freight crew to Green River, Utah, and it was the assigned duty of this carman to repair cars set out of through trains on side tracks between Grand Junction and Green River. This carman would return the following day with the same local freight crew, likewise repairing bad order cars set out of through trains on side tracks between Green River and Grand Junction.

After these cars were repaired, the local freight crew would pick them up and deliver them to the respective terminals for handling in through freight trains to their points of destination.

The carrier discontinued the assignment of a carman to accompany this local freight crew between Grand Junction and Green River, on and subsequent to September 24, 1943, as on this date this local freight crew repaired

stated, trainmen have for many, many years rebrassed cars when practicable and necessary.

The carrier further contends its action in having the local crews rebrass the cars involved is supported by Awards 43 1001 of your Board, and the claim 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.

The parties to said dispute were given due notice of hearing thereon.

Confronted with the same rule in Award 1032, with Judge Rudolph as Referee, this Division said:

"Rule 66 of the Agreement covers the right of carmen to repair cars on the road or away from the shops."

Rule 96 is under the heading "Road Work". The same principle under almost an identical rule is involved in Award Nos. 1001 and 1032. We adhere to the construction of the rule placed upon it by this Division in those awards.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling,
Secretary

Dated at Chicago, Illinois, this 21st day of June, 1945.