

Award No. 2462
Docket No. 2312
2-D&RGW-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the 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**

DISPUTE: CLAIM OF EMPLOYEES: 1—Rules of the current Agreement, particularly Rules 28 (a), 92, 96, Memorandum of Agreement signed at Denver, Colorado, January 5, 1946 on the "Work of rebrassing cars that are of necessity set out of trains between terminals at intermediate points where carmen are not employed", and Memorandum of Agreement signed at Denver, Colorado, October 4, 1954 on "Working Foreman" were violated when Mr. H. Jones, working foreman, Glenwood, Colorado was instructed to and did rebrass Rio Grande Car 72395, wheel location L-2, at New Castle, Colorado on February 11, 1955. Again on March 1, Mr. Jones was instructed to and did rebrass M. P. Car 55792, wheel location R-2, at Eagle, Colorado.

2—Accordingly, the Carrier is requested to compensate Mr. L. Johnson, carman, Grand Junction, Colorado to the amount of six hours February 11, 1955 and Mr. E. Morford, carman, Grand Junction, Colorado ten hours for March 1, 1955 for both carmen were available, were first out on the carmen's overtime board these days and ready to work.

EMPLOYEES' STATEMENT OF FACTS: Mr. H. Jones, working foreman, regularly assigned to perform work at Glenwood, Colorado was instructed to rebrass Rio Grande Car 72395, wheel location L-2 and M. P. Car 55792, wheel location R-2. These cars were set out of trains because of over heated journal bearings and needed repairing for movement to their destinations.

This work is that which has always been recognized as carmen's work and performed by them under the current agreement and memorandum of agreement. This work was performed away from the point at which Mr. Jones, working foreman, has a right to perform carmen's work. He performs work at Glenwood because no carmen are employed there.

Mr. Jones, working foreman, Glenwood, Colorado has a tour of duty that requires him to perform work at any and all hours. The time of day or the amount of time he consumed in rebrassing the cars on the days in

essential difference between requiring a working foreman to rebrass a car on line of road than using a section laborer, section foreman, or trainman to perform the work.

The carrier asserts in the absence of any rule giving the carmen the exclusive right to perform the work involved, your Honorable Board must treat that as reserved to the carrier which is not granted to the employees by the agreement.

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.

Rule 92 lists "rebrassing cars" as mechanic's work. Thus it appears that the carrier violated Paragraph 7 of the Memorandum of Agreement effective October 15, 1954 when it used Working Foreman H. Jones to perform mechanic's work at points other than those listed in that agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1957.