Award No. 2697
Docket No. 2551
2-C&O-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the award was rendered.

PARTIES TO DISPUTE

SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Carmen)

THE CHESAPEAKE AND OHIO RAILWAY COMPANY (Southern Region and Hocking Division)

DISPUTE: CLAIM OF EMPLOYES:

1. That the controlling agreement was violated by use of other than Carmen to perform Carmen's work.

2. That, accordingly, the Carrier be ordered to compensate Carman Isaac Withrow, in an amount of money equivalent to a call.

EMPLOYES' STATEMENT OF FACTS: Isaac Withrow, hereinafter referred to as the claimant, is employed by the Chesapeake and Ohio Railway Company, hereinafter referred to as the carrier, as a carman at Elk, West Virginia. Claimant is regularly assigned on the 11:00 P.M. to 7:00 A.M. shift Saturday through Wednesday, with Thursday and Friday as rest days.

On Friday, February 10, 1956, Train Extra 7018 West arrived at Elk Yards, Elk, West Virginia, at approximately 12:10 P.M. Shortly after arrival a knuckle was broken on C&O Car 105504. The engine was uncoupled and backed in the yard to pick up thirty (30) cars. While part of the train crew was picking up in the yard and their air test was being made the remainder of the crew removed a knuckle from Car AHPX 23485 applying it to C&O Car 105504.

The carrier maintains an overtime board at Elk, West Virginia and the claimant was first out on the carmen's board on February 10, 1956, and he was available for service.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, with the result that he has declined to adjust it.

would not apply in this case as this was a through train which stopped on the main line at an intermediate point. The train was not yarded at Elk.

In handling this claim with the master mechanic, the general chairman stated—

> "This violation took place February 10, 1956 on Extra Engine 7018, Conductor Williams, at about 12:10 P.M. The knuckle applied did not come from train supply but was removed from SHPX-23485, which was located in No. 1 Track."

This would indicate that had knuckles been taken from the train supply on the caboose exception would not have been taken by the carmen.

Had trainmen secured replacement knuckles from the train caboose, the carmen at Elk would have performed no service whatever in connection with this case. As the matter was handled, however, by taking replacement knuckle from Car SHPX 23485 in the yard and using carmen to make the replacement thereon, the carmen actually performed service they would not otherwise have performed. It cannot, therefore, be said that carmen were deprived of service under any circumstances, as the carmen actually installed one knuckle which they would not have installed had the replacement been secured from the caboose.

It will also be seen that under no circumstances would the claimant have been called from the overtime board as there were sufficient carmen on duty to have replaced the knuckle on Car C&O 105504 had such work rightfully belonged to the carmen's craft.

Carrier has shown:

1. Claim is not supported by agreement rules.

2. Work of replacing knuckles is not work which belongs exclusively to carmen.

3. Carmen were not deprived of any service.

4. The work was performed by trainmen in connection with their own train en route between terminals as an incidental part of their duties in moving train over the road.

5. Knuckles have been replaced on cars by trainmen for many years and no previous exception has ever been taken by carmen.

For these reasons carrier submits that the claim should be denied in its entirety.

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.

The employes state that the carrier violated Rules 154, 32(a) and 7(c) of the effective Agreement when it failed to call the claimant, who was a member of the Overtime Board, to replace a knuckle on C&O Car 105504 on February 10, 1956 at Elk Yards, Elk, West Virginia at approximately 12:10 P.M.

The carrier states that a Main Line Train en route from Handley, West Virginia to Russell, Kentucky stopped on the mainline at Elk, West Virginia, an intermediate point between terminals and that a brakeman found a knuckle on a car in the train was broken. The brakeman, a member of the road train crew, rather than go to the rear of his train and secure a replacement knuckle from the Caboose, took a knuckle from a car on an adjacent yard track and used it to replace the broken knuckle in his train, that replacing of knuckles is not work recognized as exclusively carmen's work. The car did not originate or terminate at Elk, that the service performed by the brakeman in replacing the knuckle was an incidental part of his duties as a trainman in expediting the movement of his train over the road.

The specific work of replacing knuckles under the circumstances in this case, is not specifically covered by the rules cited by the employes. Therefore, we find that the work is not exclusively the work of the carman and was work incidental to the work of the brakeman, that the carrier did not violate any of the pertinent provisions of the effective Agreement. Therefore, this claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December, 1957.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2697

The majority attempts to justify its conclusion that replacing a knuckle, as was done in the instant case, is not exclusively carmen's work because such work is not specifically set forth in the rules of the controlling agreement; however, anyone familiar with the work of carmen would know that such work comes within the term "maintaining" as contained in Rule 154 of the governing agreement. In view of this fact we are constrained to dissent from the findings and award of the majority.

R. W. Blake

C. E. Goodlin

T. E. Losey

Edward W. Wiesner

James B. Zink