

**Award No. 2716**

**Docket No. 2527**

**2-B&O-CM-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 30, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Carmen)**

**BALTIMORE AND OHIO RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current agreement, the Carrier improperly assigned other than Carmen to couple air hose and make terminal air test in Champion Paper Company yards on July 27, 28, August 3, 4, 10, 11, 17, 18, 24, 25, 31, September 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 1955.

2. That accordingly, the Carrier be ordered to additionally compensate Carman Noah Olinger in the amount of 8 hours at the applicable time and one-half rate for each of the aforesaid dates.

**EMPLOYEES' STATEMENT OF FACTS:** On the above named dates, trainmen coupled air hose and made the terminal air test on cars accumulated from industries in the carrier's Hamilton, Ohio switching district in the Champion Paper Company yards after the car inspector working industry completed his tour of duty.

Carman Noah Olinger whose regularly assigned hours were 7 A.M. to 3 P.M. Monday through Friday, rest days Saturday and Sunday, was available and willing to perform such work had he been called upon to perform it.

This dispute has been handled in accordance with the agreement revised September 1, 1926 as subsequently amended up to and including the highest officer designated by the carrier to handle such matters with the result that he has declined to make any satisfactory settlement thereof.

**POSITION OF EMPLOYEES:** Rule 138 captioned Classification of Work of the controlling agreement reads in pertinent part:

"Carmen's work shall consist of . . . inspection work in connection with air brake equipment on freight cars; . . ."

**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 facts recorded in this docket show without dispute that cars of the Champion Paper Company, and from other industries which are collected nearby, must be made up into a cut and handled under air to the switching yards proper. Trainmen have been coupling the air hose and making the terminal air test required by rules. No carman is on duty when such work is done.

It is claimed that Carman Olinger should have been called to do this work which is alleged to be exclusively carmen's work. The weight of decisions by this Division holds to the contrary.

The work of coupling or uncoupling air hose should be and is performed by carmen if it is in connection with their regular duties of inspection, making repairs or test; but coupling air hose and making terminal air tests, done by train crews as an incident to their own operations such as presented here, does not violate the carmen's agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1957.

#### DISSENT OF LABOR MEMBERS TO AWARD NO. 2716

The majority is in error in assuming that the instant work is an incident to the train crews' operations and that it is therefore not a violation of the carmen's agreement for the train crew to perform the work. The evidence of record in the case shows that on the first shift such work is recognized as carmen's work and is performed by carmen. Performance of the work by other than carmen, as was done in the present instance on the second shift, is a violation of the controlling agreement governing the employment of carmen.

/s/ R. W. Blake

/s/ C. E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner

/s/ James B. Zink