

Award No. 4539

Docket No. 4313

2-GN-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than Carmen to inspect cars in its St. Cloud, Minnesota Train Yards on April 10, 20, May 6 and June 1, 1961.

2. That accordingly the Carrier be ordered to additionally compensate Carman Sylvester Weiman four (4) hours for each of the aforesaid dates at the applicable Carman's rate account the aforesaid violation.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Co., hereinafter referred to as the carrier, regularly employs carmen at St. Cloud, Minnesota in its facility known as St. Cloud shops. Carman Sylvester Weiman, hereinafter referred to as the claimant, is regularly employed and assigned by carrier as a carman in its St. Cloud Shops.

Prior to December 31, 1957, carrier regularly employed carmen at St. Cloud, Minnesota in its facility known as St. Cloud inspection yard and repair track who held seniority on a seniority roster known as St. Cloud inspection yards and repair track forces, which for seniority purposes is separate and apart from the St. Cloud Shops. Effective December 31, 1957 carrier furloughed all carmen working in the St. Cloud inspection yards and repair track holding seniority on the St. Cloud inspection yards and repair track forces' seniority roster.

Since the furlough of the yard forces, carrier maintains a small repair track within the confines of St. Cloud Shops to repair cars bad ordered at St. Cloud. On April 10, 20, May 6 and June 1, 1961 Carrier's St. Cloud Shop Foremen, Fred Burke and Al Feddema inspected the following freight

6. Even if the work involved in this case were ordinarily reserved exclusively to carman mechanics, Rule 42(a) specifically allows a working foreman to perform such work at a point such as St. Cloud train yard where no mechanics are presently employed, in accordance with **Awards 3270 and 3711** on this property, and others.

7. Even if this board found a violation of some rule or agreement in this case, there is no basis for the penalty demanded by the organization.

For the foregoing reasons, the carrier respectfully requests that the claims of the employees 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 employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant is a Carman regularly employed at Carrier's St. Cloud, Minnesota, Shops. Prior to December 31, Carrier employed Carmen at a facility known as St. Cloud Inspection Yard and Repair Track. As of that date all Carmen employed at the Inspection Yard and Repair Track were furloughed.

It is Claimant's contention that the Carrier, in violation of the controlling agreement, assigned Foremen Burke and Feddema to inspect cars in the St. Cloud Train Yard. As evidence of this, Claimant submits copies of Bad Order Cards dated April 11, 1961 and June 1, 1961, signed by Burke, and a Bad Order Card dated May 6, 1961, signed by Feddema.

Rule 83 of the controlling agreement reads in part as follows:

"Carmen's work shall consist of building, maintaining, dismantling * * *, painting, upholstering and **inspecting** all passenger and freight cars * * *." (Emphasis supplied)

The evidence before us is insufficient to indicate a violation of the controlling agreement. The gist of the agreement violation contended for by Claimant is an improper assignment of foremen to inspection work which belongs to the Carmen. To hold that such was done by the Carrier under the record before us would require us to draw an unwarranted inference from the record as presented.

AWARD

Claim 1: Overruled.

Claim 2: Denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of June, 1964.