

Award No. 5439
Docket No. 5306
2-LV-CM-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 96, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)

LEHIGH VALLEY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That the carrier improperly assigned Trainmen on June 5, 1965 to perform the work of Carmen in making inspection, air test and the related coupling of air hoses to seven (7) cars before train left departure yard, Easton, Pa.

That accordingly the Carrier be ordered to compensate Carman A. M. DeBellis in the amount of eight (8) hours at the time and one-half rate of pay for June 5, 1965.

EMPLOYEES' STATEMENT OF FACTS: Carman A. M. DeBellis, hereinafter referred to as the claimant, is regularly assigned to position of car inspector, was off duty at the time, was available to be called for this work on June 5, 1965, but was not called.

On June 5, 1965, LV 11309, UCLX 806, EL 74282, DL&W 55697, SAL 25190 and EL 70045 were moved by yard engine crew from Richards Yard to Easton, where they were placed in Train COJ-32 along with GTTX 477466 picked up at Easton. Richards Yard is approximately two miles from Easton Yard.

Train COJ-32 was then dispatched from departure yard.

Carmen D. R. Richards and R. R. Christman regularly assigned to positions at these departure yards on the 6:00 A. M. to 2:00 P. M. shift were on duty at the time.

Yardmaster assigned Trainmen to couple air hoses, make the proper air test and inspection thereto to the above mentioned cars as provided for in the Power Brake Law and after this work was completed Train COJ-32 left the departure yard.

2. The issue of trainmen coupling air hose and testing air brakes has been taken to this Board on previous occasions, the claims were denied and the carriers involved were upheld in the same principle herein involved.

3. The employes have failed to produce any rule or evidence to substantiate its position in this case.

4. The work herein complained of has never been assigned exclusively to any particular class of employes on this property.

Awards of the National Railroad Adjustment Board have been cited by the carrier in support of its position.

Carrier respectfully submits this claim is without merit and should be denied.

(Exhibits not reproduced.)

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.

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

This claim is for the improper assignment of Trainmen to perform work of Carmen in making inspections, air test and related coupling of air hoses, to seven cars before train left departure yard Easton, Pa., on June 5, 1965.

The original claim appears as "Exhibit A", page two: states * * * "COJ-32 made its own air test and the Richard drill conductor Sam Locara coupled the air hoses in the absence of the car inspector at Easton." * * * The word inspection is missing from the original claim. The record reveals train crew members coupled the air hose between their engine and the first car to be picked up and between the last car picked up and the head car of their own train. There was no mechanical inspection made as alleged in the record or originally claimed in "Exhibit A." The claimants contended Rule 121, classification of work, was violated. However, the rule is silent on the subject of coupling air hose or making of air tests. It is also alleged by the Carrier that this work has in the past been performed by train crews.

The Board finds that the work performed on this occasion was coupling air hose and making the usual air tests, incidental to the duties of train service employes. That no inspections took place within the purview of Rule 121, of the Carmen's Agreement or established practice on the property. In Article V of the September 25, 1964 Agreement, advanced by the claimant, the work performed in this incident is specifically exempt.

The Board is of the opinion that from the record and Awards presented that the work performed in this instance did not violate Rule 32, 121 or Article V of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 29th day of May, 1968.