

The Second Division consisted of the regular members and in addition Referee George E. Larney when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Article V of the Agreement of September 25, 1964, as amended December 5, 1975, when they transferred the work of coupling air hose and inspecting of freight cars on forty-eight (48) cars in track No. 45, November 13, 1977, of the departure yard, Memphis, Tennessee, to other than those of the Carman's Craft.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman D. L. Brooks, who was working on adjacent track, in the amount of one (1) hour at the pro rata rate for November 13, 1977.

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.

The Board notes that we disposed of the very same issue between the identical parties at the very same Carrier facility in our Award No. 8448.

We affirm here, as we did in Award 8448 that Carrier erred when it instructed and permitted the Train Crew to inspect, couple air hose, and make air brake test on train departing the Memphis, Tennessee train yard on claim date of November 13, 1977. Such work under the conditions specified by Article V of the Controlling Agreement dated September 25, 1964 clearly belongs to the Carman Craft. Article V reads in whole as follows:

"Article V - Coupling, Inspecting, & Testing.

In yards or terminals where Carmen in the service of the Carrier are servicing the train are employed and are on duty in the departure yard, coach yard, or passenger terminal from which trains depart, such inspecting and

"testing as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal, and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train; or between the last car in a double-over and the first car standing in the track upon which the outbound train is made up."

We determine, based on the facts before us in the instant case, that the several conditions specified in Article V were met; that is, carmen are employed by the Carrier, and carmen were on duty on the claim date in the Memphis, Tennessee train yard at the time the train was made up, inspected, air brakes tested, air hose coupled and the train departed.

Therefore, we rule the Claimant, as a member of the Carman Craft and not the Train Crew, was contractually entitled to have performed the work in question. We thus sustain the instant claim and direct the Carrier to compensate the Claimant, Carman D. L. Brooks, one (1) hour's pay at the pro rata rate for November 13, 1977.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of January, 1981.