

The Second Division consisted of the regular members and in addition Referee W. J. Peck when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Louisville and Nashville Railroad Company

Dispute: Claim of Employees:

1. That the Louisville and Nashville Railroad Company, improperly instructed their Trainmen at East St. Louis, Illinois to inspect and complete an Initial Terminal Air Brake Test to train #793 that received same and departed East St. Louis, yards on June 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, 1980.
2. Accordingly, the Louisville and Nashville Railroad Company should be ordered to compensate two hours and forty minutes at the time and one-half rate of pay for each of the instances to Carman W. J. Balint for June 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, 1980, Carman C. E. Davis for June 12, 13, 14, 15, and 16, 1980, also Carman R. H. Pierce for June 17, 1980.

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 employees involved in this dispute are respectively carrier and employees 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 Carrier maintains a switching and inspection yard at East St. Louis, Illinois. The Alton and Southern (A&S) Railroad also maintains a switching and inspection yard at East St. Louis, apparently both yards are in close proximity.

The Carrier (L&N) apparently has one train, No. 793, made up and inspected in the A&S yard by A&S employes, after which it is delivered to the L&N property and taken over by L&N crews. Some time late in May, 1980, an A&S car inspector was dismissed from service and as a result the other A&S Carmen refused to inspect and certify that proper tests had been made to certain trains including L&N's train No. 793.

Thereafter and continuing June 1 through June 17, 1980, the L&N trainmaster instructed the L&N train crews to make the initial terminal air brake test. It appears that this test was made before train No. 793 came onto L&N trackage. The employees contend that this inspection and test should have been performed by L&N Carmen.

Article V of the September 25, 1964 Agreement as amended by Article VI of Mediation Agreement, Case A-9699 dated December 4, 1975, reads as follows:

"Article V - Coupling, inspection and testing

(a) In yards or terminals where carmen in the service of the carrier operating or 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 of air brakes and appurtenances on trains 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."


There can be no question that under this provision of the Agreement the work involved in this dispute is carmen's work, it is however, apparent that this only applies in the yards, terminals etc., "where carmen in the service of the carrier ... are employed". The work took place on the A&S property, carmen are employed on that property and in that yard, but they are A&S carmen, not L&N carmen. The work therefore, belongs to the A&S carmen, they chose not to perform it, this does not automatically transfer the right to perform that work to L&N carmen. Since this work was performed on the A&S property we have no choice but to deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 1st day of August 1984.