

The Second Division consisted of the regular members and in addition Referee David Dolnick when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(
(St. Louis Southwestern Railway Company

Dispute: Claim of Employes:

1. That the St. Louis Southwestern Railway Company violated the controlling agreement and the Railway Labor Act when employees other than Carmen were instructed to perform the routine duties of a Carman by coupling air hose, and giving brake test at Liberal, Kansas on August 17, 1980.
2. That the St. Louis Southwestern Railway Company be required to compensate Carman R. H. Lamon in the amount of four (4) hours pay at the pro rata rate.

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 employes 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.

At the Car Repair Facility at Liberal, Kansas, Carrier employed three carmen. Two were assigned to work between 6:59 A.M. and 2:59 P.M. and one was assigned to work between 2:59 P.M. to 10:59 P.M. All were scheduled to Monday through Friday, all had rest days on Saturday and Sunday. No carmen were assigned to the train yard at Liberal, Kansas, since this Carrier began operations at that point.

On Sunday, August 17, 1980, train KCLA arrived in Liberal Yard at 10:10 A.M., Trainmen switched the cars, coupled the air hoses and made the air test. That train departed Liberal Yard at 10:50 A.M.

Article V(a) of the agreement between the parties reads as follows:

"In yard or terminals where Carmen in the service of the Carrier operating or servicing the train are employed and 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."

No carmen were employed and assigned to the train yard at Liberal. No carmen were on duty at Liberal on Sunday, August 17, 1980. This being the case, Article V(a) was not violated when trainmen on that Sunday coupled the air hoses and made the air test before train KSLA left Liberal Yard.

It is a well established principle, supported by many decisions and awards of the NRAB, Second Division, that coupling and uncoupling air hose and making an air test is not work reserved exclusively to carmen. In this instance, the coupling of air hoses and testing the air brakes by trainmen was incidental to the movement of cars. Coupling, uncoupling of air hose and testing air brakes is the exclusive work of carmen only where this work is incidental to making inspections and repairs. That was not the case at Liberal Yard on August 17, 1980.

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 10th day of October, 1984