

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

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(Burlington Northern Railroad

Dispute: Claim of Employees:

1. That the Burlington Northern Railway Company violated the terms of our Current Agreement in particular Rules 83 and Article VI of December 4, 1975 Agreement.

2. That, accordingly, the Burlington Northern Railway Company be ordered to compensate Brainerd, Minnesota Carman J. A. Anderson in the amount of four (4) hours at the pro-rata rate for each day during the month of February as listed in original claim and one (1) hours at the pro-rata rate for February 11, 1982 or a total of 57 hours account of the Carrier using other than carmen to perform the work of inspecting, and other related duties in Brainerd Yards.

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 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.

This is a claim for a number of four-hour calls during February 1982 on the contention that the Carrier did not assign Carmen to perform the work of inspecting and other related duties on listed trains in the Brainerd Yard. The Organization asserts a violation of Rule 83 of the current Agreement and Article VI(e) of the December 4, 1975 Agreement.

Pursuant to Section 3, First (j) of the Railway Labor Act, as amended, notice was given to the United Transportation Union as a possible party of interest. However, it did not file a statement or intervene in this matter.

The Carrier rejects the claim, essentially contending that Trainmen working on the trains identified by the Organization performed an air test on their own trains at Brainerd during a period when Carmen were not on duty. It also asserts that the air tests were not made in a departure yard or terminal, since the Brainerd Yard is an intermediate point where the trains set out and/or pick up cars.


We note that the Carrier has asserted on the property that Brainerd is an intermediate point where trains either set out or pick up cars and that, in the instant case, when the train crew picked up cars at Brainerd, they made an air test and then departed. The Organization, on the property, has not refuted this assertion. In light of this, we conclude that Second Division Awards 5462, 5485 and 6031 are particularly applicable to the facts and circumstances of this claim and we have applied the principles of these Awards to the facts of this case. On the basis of the record before us, we find that what was essentially done was coupling and testing the air of hoses and brakes by Trainmen. These activities were incidental to the handling or movement of cars in their own trains and were not incidental to the mechanical inspection and testing of air brakes. Accordingly, the claim must fail.

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 16th day of April 1986.