

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig 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 Rules 25, 102 and Article V of the controlling Agreement, January 18, 1983, at Dupo, Illinois, when they used train crew to make air brake inspection on Train No. COBL while this train with eighty-nine (89) freight cars was in the outbound train yard and departed said yard.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carman L. A. Howard in the amount of four (4) hours at the punitive rate of this violation.

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.

On January 18, 1983, at the Dupo, Illinois Yard, a Unit Coal Train operating between coal mines and a power plant was given its FRA 1000-mile inspection by Car Inspectors. This consisted of a mechanical inspection of the cars and an Initial Air Brake test of the train. We find this to be work that clearly belongs to the Carmen Craft. Two bad order cars which could not be repaired in the yard were identified and the Road Crew pulled the train to another track to set these two cars out. The Road Crew then coupled their train

together and made an Air Brake test. It is this work that the Organization claims here.

Pursuant to Section 3, First (j) of Railway Labor Act, as amended, notice was given to the United Transportation Union of this Claim as a possible party in interest. However, that Organization chose not to intervene in this matter.

The Organization principally relies on Article V of the September 25, 1964 Agreement, as amended December 4, 1975, for this Claim and Second Division Award No. 8448. The Board essentially agrees with the Organization that the three key points normally required to sustain a Claim, such as here, were met: (1) Carmen were on duty; (2) the train was tested, inspected or coupled in a departure yard or terminal; and (3) the train involved left the departure yard or terminal. That is what occurred here and the Carmen properly performed their required work prior to the time that the train pulled to another track to set out the bad order cars.

The issue before the Board is whether the making of the air test (after the train was pulled out to set out the bad order cars) is exclusively the work of Carmen, even if such test is solely to determine if the brakes have applied to the wheels of cars. The preponderance of Awards interpreting Article V have found that, under these or similiar circumstances, such work, as here disputed, may be performed by Train Crews as an incidental part of their duties. We so find here.

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 25th day of June 1986.