

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen of the United States and Canada
(Norfolk and Western Railway Company

STATEMENT OF CLAIM:

1. That the Norfolk & Western Railway Company violated Rule 112 of the current Agreement and Article V of the September 25, 1964 Agreement when they improperly assigned contract people to perform Carmen's work of coupling, inspecting and testing in the Wentzville Departure Yard on specified dates in June and July, 1986.

2. That accordingly, the Norfolk & Western Railway Company be ordered to compensate the following carmen in the amount of eight (8) hours each at the time and one-half rate for the dates listed:

F. B. Gotthardt, June 16, July 14, 1986
M. Geragosian, June 18, July 9, 24, 1986
N. Bivins, June 20, July 18, 1986
M. Compton, June 24, July 1, 1986
R. Draper, June 26, July 3, 1986
T. Timmons, July 7, 1985
A. Short, July 10, 16, 1986
H. Hayden, July 12, 1986
K. Manring, July 19, 1986
D. Burgess, July 21, 30, 1986
J. Burch, July 26, 2986
P. Oster, July 28, 1986
A. Grain, June 17, 14, 1986
I. Scott, June 19, July 17, 1986
R. Vaughn, June 23, July 15, 1986
J. Wellmaker, June 25, July 2, 1986
J. Whitnell, June 27, 1986
T. Goodman, July 4, 1986
J. Nottoli, July 8, 22, 1986
R. Kearby, July 11, 25, 1986
D. Garris, July 13, 1986
W. Daniels, July 20, 1986
J. Egan, July 23, 1986
W. Kretzer, July 27, 1986.

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.

The Organization contends that its Agreement is breached when Carrier requires UTU brakemen to couple, inspect and test certain equipment in Carrier's Wentzville, MO, departure yard. The facility involved was initially built to service a GM automobile plant and Carrier contends that from the first day it opened, in 1982, trainmen have performed the necessary pre-departure tests and inspections on rail equipment. In early 1986 Carrier constructed, at the east end of the facility, a track level asphalt pad for spotting bi-modal Roadrailer equipment which is capable of both highway and rail movements. When the Roadrailer pad became operational, in July, 1986, Carrier assigned the work of inspecting and testing this equipment to trainmen. It is this specific work that is the subject of this Claim. The UTU was invited to participate in this matter, as a Third Party, but declined to do so.

The Organization has an initial burden of establishing that the terms of its Agreement encompass the disputed work of this Claim. Examination of the material submitted while this matter was being handled on the property and careful review of its submission to this Board persuades us that it has failed to meet this burden. For example, in its Submission the Organization claims that Rule 112 and Article V of the September 25, 1964 Agreement reserves:

"... to Carmen the exclusive rights of coupling, inspecting and testing of air brakes and appurtenances of trains where Carmen are employed and on duty in the departure yard or terminal from which trains depart."

However, it has not submitted any evidence to support this assertion.

The record, in fact, supports a conclusion that Carmen do not have an exclusive right to the work. It clearly demonstrates that while Carmen are assigned certain "prep" work at Wentzville they have never been assigned air brake tests and inspections on outbound trains at that location. Moreover, there is evidence that Carmen do not do "outbound work" at four other locations within Carrier's Western District where similar auto plant servicing facilities are in place.

The Organization has not demonstrated that its Agreement is violated when Carrier assigned other than Carmen to couple, inspect and test Roadrailer equipment at Wentzville Departure Yard. The Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 16th day of November 1988.

