

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISIONAward No. 12556  
Docket No. 12373-T  
93-2-91-2-166

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/Division TCU  
(  
(CSX Transportation, Inc. (former Chesapeake  
(and Ohio Railway Company)

STATEMENT OF CLAIM:

- "1. That the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (hereinafter 'carrier') violated the provisions of Rules 32, 154 and 179½ of the Shop Crafts Agreement between Transportation Communications International Union -- Carmen's Division and the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (revised June 1, 1969) and the service rights of Carman D. Grissom (hereinafter 'claimant') when the carrier allowed persons other than a Carman to couple, inspect and perform other tests on appurtenances relating to trains departing yards.
2. Accordingly, the claimant is entitled to be compensated four (4) hours pay at the applicable straight time rate in accordance with the provisions for Rule 7(c) of the Controlling Agreement for the carrier's violation of Rules 32, 154, and 179½."

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 employe 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.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute, but chose not to file a submission with the Board.

Claimant, the Local Chairman, filed the instant Claim, contending that Rule 179 1/2 was violated when on December 31, 1988, a Trainman was observed connecting air hoses and making an air brake test at Fulton Yard. Carmen are assigned to Fulton Yard and when the work was performed by the Trainman, Carmen were on duty. When the Claim was appealed to Carrier's Mechanical Superintendent an offer to pay the Claim on a no precedent basis was made. The Local Chairman agreed to settle the claim, but only with precedent. Further handling on the property did not produce a settlement, and generated further disputes that time limits were violated and that the Organization did not have an exclusive right to perform the work involved.

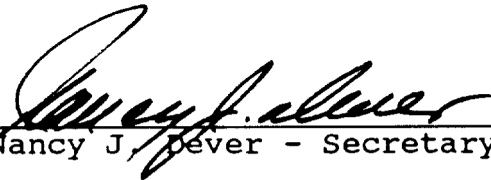
There is little doubt in this industry that at yards where Carmen are employed and on duty they are entitled to perform the work of coupling air hoses and making air brake tests for departing road trains. Rule 179 1/2 of the Agreement was violated when these tasks were performed by a Trainman on December 31, 1988.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Secretary to the Board

Dated at Chicago, Illinois, this 28th day of July 1993.