

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13521

Docket No. 13385

00-2-98-2-73

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(Brotherhood Railway Carmen Division

(Transportation Communications International Union

PARTIES TO DISPUTE: (

(Grand Trunk Western Railroad Incorporated

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Grand Trunk Western Railroad Company/CN violated the terms and conditions of the current Agreement on May 9, 1997 when they assigned a Carman from another Seniority Point to assist in inspection and write-up of certain freight cars at Flat Rock, MI.**
- 2. That accordingly, the Grand Trunk Western Railroad Company/CN now be order to provide the following relief:**

That Carman Alvin Shearer be compensated for eight (8) hours pay at the overtime rate of pay, time and one half, for this violation. This would amount to the sum of \$210.44.”

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 employee 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 were given due notice of hearing thereon.

The Claimant is employed at Flat Rock, Michigan, as a Freight Car Inspector/Repairer. The Organization states that a Carman from another seniority district (Battle Creek) was directed to "inspect coil steel cars for repairs needed, writing up defects for repairs and the inventory of parts on hand for said repairs." The Organization argues that such work should have been performed by the Claimant rather than by an employee holding no seniority at Flat Rock.

The Carrier states, without contradiction, that these cars had previously been inspected and bad ordered by Flat Rock Carman; that the heavy repair required is performed at Battle Creek and not Flat Rock; and that the purpose of the Battle Creek employee's assignment was limited to "inspecting the cars a second time in order to determine the type and amount of material needed to be ordered to repair the cars at Battle Creek." The cars were to be moved to Battle Creek for this heavy repair work.

The Board finds that the inspection work regularly performed by Flat Rock employees was not preempted by an employee not holding seniority at Flat Rock. The record is clear that the work involved was directly connected with the repairs to be performed at Battle Creek. It is undisputed that this heavy repair is not performed at Flat Rock.

Under these circumstances, the Board concludes that the determination of materials required for the repair work did not deprive Flat Rock employees of work to which their seniority entitled them. Thus, the claim is without merit.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 27th day of July, 2000.