

**Award No. 3020**

**Docket No. 2890**

**2-L&N-CM-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES'  
DEPARTMENT, AFL-CIO (Carmen)**

**LOUISVILLE AND NASHVILLE RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the Carrier on March 9, 1956, improperly assigned carmen's duties of lubricating landing gears on tote (piggy back) trailers to station forces.

2. That accordingly the Carrier be ordered to restore this work to carmen and compensate them for all time worked by station forces on such assignment.

**EMPLOYES' STATEMENT OF FACTS:** On August 15, 1955 the carrier inaugurated tote (piggy back) trailer service on its property.

From the beginning, the lubrication of landing gears of tote trailers was assigned to carmen (see employees' Exhibit A).

Carmen were initially assigned to the duties of lubricating tote (piggy back) trailers and the work was performed with Carmen W. B. Gill, W. B. Tally, W. P. Fults and C. A. Roller greasing tote trailers 101, 102, 103, 110, 107 on February 14, March 9, March 9, March 15, March 18, 1956, respectively.

Under date of March 14, 1956 the carrier's master mechanic issued a letter changing these duties from carmen to station forces employees, (see employees' Exhibit B).

Subsequent to March 18, 1956 tote trailer landing gears have been lubricated by station forces.

This dispute has been handled repeatedly with carrier officials from the bottom to the top in line with the agreement procedure without obtaining the desired results.

The agreement dated September 1, 1943 as amended, is controlling.

**POSITION OF EMPLOYES:** It is submitted that the carrier was without authority to remove the work of lubricating landing gears on tote trailers which it had initially assigned to the carmen of System Federation No. 91 from that craft and assign the work to station employees.

they should alemite the landing gear of the trailers when necessary. While handling this dispute on the property on October 17, 1956, carrier's representatives called attention to the insignificant amount of work involved in the lubrication of the landing gear. The employees' representative was also advised that should a trailer be placed in the shop for attention, the landing gear is lubricated by shop forces. Because of the very limited use of the landing gear, lubrication is not necessary for long periods of time. There are no instructions issued as to when the landing gear will be lubricated, other than when the units are in the shops for repairs, at which time all parts are properly lubricated. The grease capacity of the landing gear is sufficient to provide the necessary lubrication for long periods of time.

The employees have failed to show the violation of any agreement rule and therefore the claim must be denied.

**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 employees 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.

The parties to said dispute were given due notice of hearing thereon.

The parties are not in disagreement on the facts of this matter. When the carrier inaugurated piggy-back trailer service the work of repairing such equipment was assigned to the carmen. This included any incidental greasing necessary for the dolly mechanism.

It soon developed that there were occasions when such greasing was needed to be done at the unloading facility and the carrier assigned the work to station forces. The brotherhood now urges that such action violates an accepted practice.

The docket does not show conclusively how often between August 15, 1955, and March 9, 1956, such greasing was done except by inference drawn from the instruction posted by the company requiring inspection and servicing of landing gear every three months.

We conclude that such occasional sporadic work cannot be said to have become a practice in the short period since the new service was started. In the absence of any rule we do not believe the new work falls exclusively within the scope or classification of the carmen's agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of November, 1958.