

Award No. 3306
Docket No. 2922
2-NYNH&H-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 17, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)

NEW YORK, NEW HAVEN AND HARTFORD RAILROAD
COMPANY, THE

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the controlling agreement of September 1, 1949, Rule 107, and the Memorandum of Agreement of September 25, 1950 when it used train crews to perform the duties of the Claimant after the Claimant's regular eight (8) hour tour of duty.

2. That the Carrier be ordered to pay James Ferri, employed by the Carrier, as a Car Inspector, at the A. St. Yard, South Boston, Mass., the hours claimed at the time and one-half rate of pay.

EMPLOYES' STATEMENT OF FACTS: James Ferri, hereinafter referred to as the claimant, is employed by The New York, New Haven and Hartford Railroad Company, herein after referred to as the carrier, as a car inspector at its A Street Yard, South Boston, Massachusetts. Claimant holds a regularly assigned position as car inspector, through bid and assignment, on the "Roxbury Switcher" from 12 Midnight to 8:00 A. M., Monday through Friday, with Saturday and Sunday as rest days.

The switching duties of the "Roxbury Switcher" is not confined to the A Street Yard alone. The "Switcher" reports at Dover St. Enginehouse at midnight and then covers some 7 or 8 sidings and yards between its terminal and Roxbury, a distance of about seven (7) miles. The claimant accompanied the "Roxbury Switcher" to which he was assigned, and continuing on duty, which included the coupling and uncoupling of air and signal hose, until the switching operations had been completed.

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 were given due notice of hearing thereon.

The facts and circumstances of record show that claimant's assigned 8 hour tour of duty is substantially, if not entirely spent with the Roxbury switcher, and that occasionally it is necessary to work he Roxbury switcher overtime. The Memorandum of Understanding between the Brotherhood and the carrier dated September 25, 1950, expresses the purpose that car inspectors are to be used to couple and uncouple air, steam or signal hose at points where car inspectors are employed and on duty and are available. The fact that in general the coupling and uncoupling of hose is not exclusively carmen's work, but is also assigned to trainmen, does not in this case modify or restrict the effect of the September 25, 1950 Memorandum. Construing that Memorandum and the June 20, 1950 decision of the carrier's vice-president-operations together, we conclude that in the situation presented in this docket the overtime work on the Roxbury switcher properly belonged to the claimant and that a sustaining award is indicated.

The carrier's contention that the time claim handled on the property was for the period of February 5, 1956, to March 12, 1956, inclusive, overlooks the fact that a claim for the period of December 18 1955, through January 30, 1956, was also submitted to the general foreman under date of February 13, 1956. The claim is sustained for the dates the Roxbury switcher worked overtime between December 18, 1955, and March 12, 1956, and coupling and uncoupling of air hose was not performed by claimant.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1959.