Award No. 3593
Docket No. 3350
2-D&RGW-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Wilmer Watrous when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 10, RAILWAY EMPLOYES' DEPARTMENT, A.F. of L.-C.I.O. (Carmen)

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. The provisions of the current Agreement were violated when other than carmen performed carmen's work on January 25, 1958, in the train yard at Roper, Utah.

2. That the Carrier be ordered to compensate Carman R. M. Nuzman, Salt Lake City, Utah, four (4) hours at the pro rata rate of pay.

EMPLOYES' STATEMENT OF FACTS: On January 25, 1958, two switchmen, working with the switch crew operating Engine No. 115, coupled the air hose and inspected each car on a city cut of cars in the Roper, Utah train yard. These two employes inspected each car to determine if the brakes applied on each case. They did as instructed and required, per governing rules of the carrier issued January 17, 1958 and inspected air brake equipment on each freight train car. That was the only way they could determine whether the brakes applied on each car. They then signaled the locomotive engineer to release the brakes. The two switchmen that performed this work took approximately twenty (20) minutes to inspect this city cut of cars.

This dispute was handled up to and including the highest officer of the carrier designated to handle disputes, with the result he declined to adjust it.

The agreement effective September 1, 1940, as subsequently amended, is controlling.

POSITION OF EMPLOYES: The use of other than carmen to inspect this cut of cars violates Rule 28 and Rule 92 of the current agreement.

Rule 28 (a) reading in pertinent part as follows:

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 claimant, R. M. Nuzman, alleged that the carrier violated the current agreement in the Roper, Utah, train yard on January 25, 1958 when the crew of switch engine 115 coupled the air hoses on an industrial cut of 25 cars and made an air test to determine that the brakes applied and released properly.

Prior practice had been for the trainmen to test the brakes when using the main tracks. The issue here made was that a new rule, effective January 17, 1958, required that this test, previously done by merely pulling the release rod on the rear car or by opening the angle cock on the rear of the train, must thereafter be made by charging the brake system to not less than 60 pounds and making a 15 pound service brake pipe reduction to determine that the brakes were applied on all cars before releasing and proceeding.

The organization contended that work which had been a test had become an inspection falling within the classification of work rules of the carman craft.

This argument is without merit. The inspection work of the carmen is associated with maintenance and repair. The inspection involved in this dispute was an operational test, preliminary to the switch engine using the main tracks in the course of its switching assignment. This test had as its purpose the verification that brakes presumed to have been checked for defect elsewhere were in fact in operating order. Inspections by carmen are for the purpose of locating brakes in need of maintenance or repair.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 9th day of November 1960.

LABOR MEMBERS DISSENT TO AWARD NO. 3593

The majority states as the issue here what was in reality the carrier's defense of its use of switchmen to perform the instant work. The actual issue was whether or not the coupling of air hose and inspecting of each car in Roper train yard by other than carmen was in violation of the current agreement rules governing the employment of carmen.

The majority's statement that "The organization contended that work which had been a test had become an inspection falling within the classification of work rules of the carman craft" is not in accord with the facts. The organization contended that General Rule 28 (a) and Carmen's Special Rule 92 were violated when other than carmen were assigned to perform the instant work as provided for in these rules and so recognized by the carrier prior to January 1958. Inspections by carmen are for the purpose of determining that the cars are in suitable condition for service in conformity with A.R.A. Rules and Safety Appliance Laws. (See Rule 94).

The findings of the majority are not justified by the record or supported by the governing agreement.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink