

Award No. 5322

Docket No. 5112

2-GTW-CM-'67

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 92, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

GRAND TRUNK WESTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current applicable agreements the Carrier improperly instructed the train crew to repair and inspect NYC 74418 at Anderson Siding on March 24, 1965.

2. That Carman W. Kruse, Port Huron, Michigan, is entitled to be additionally compensated in the amount of four (4) hours at the straight time rate.

EMPLOYEES' STATEMENT OF FACTS: On March 24, 1965, NYC 74418 boxcar, spotted at the peat plant more commonly known as Anderson Siding, was known to have a defective air hose. Conductor A. B. Morrison was instructed by trainmaster F. Arnold at Battle Creek, Michigan to change the air hose and check the car to see if other defects were present.

Conductor A. B. Morrison together with Brakeman P. C. Livingston and D. W. Peterson repaired the air hose and made an inspection of the car as they were ordered to do by Trainmaster F. Arnold and claimed payment of a basic day account the car being on the siding and not in the train and therefore, the work of carmen.

The dispute has been handled with the highest officer designated to handle such disputes all of whom have declined to satisfactorily adjust the dispute.

Agreement effective September 1, 1949, reprinted February 1, 1962, to include up-to-date rates of pay and incorporation of various rulings or understandings, is controlling.

POSITION OF EMPLOYEES: It is submitted that the work of repairing the air hose on NYC 74418 and the inspection thereof properly was the work of the Carmen in accordance with Rules 27, Assignment of Work, Rule 7, Emergency Road Work and Wrecking Service and Rule 116.

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.

Parties to said dispute waived right of appearance at hearing thereon.

Employees do not question the right of train crews to make simple repairs, including the change of an air hose, on road trains, but contend that this does not include such work on cars that are on a siding. The box car in question had a defective air hose. It was on a Siding.

On March 24, 1965 the crew on Train No. 561, Engine No. 4907, received the following message from the Trainmaster:

"At Anderson Sdg. NYC 74418 reported to have broken air hose. Arrange to change air hose and take car to Imlay City. Check car to see no other defects. Call Despr. when ready to leave Anderson Siding."

The crew on Train No. 561 arrived at the Anderson Siding at 11:45 A. M., changed the air hose on boxcar 74418, made the pick up and departed at 12:00 noon.

It may be conceded that the changing of an air hose and inspecting cars is work which belongs to carmen. The question is whether such work belongs exclusively to carmen. On the relevant facts contained in the record, it is clear that train crews have done this work for many years. A car on a siding awaiting to be picked up by a road train is no different from a car already attached to an engine ready to move. Whether the defective hose was discovered before the car was picked up or after it was attached to other cars in the road train is not such a distinction which requires a different interpretation of the existing custom and practice. This is particularly true in this case since no carmen were employed at the Anderson Siding.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 9th day of November, 1967.

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