

Award No. 5344
Docket No. 5122
2-GM&O-CM-'68

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. 29, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

GULF, MOBILE AND OHIO RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than Carmen to give air brake inspection and test, and couple air hose in connection with same beginning November 1, 1964, and continuing, on all three shifts, seven days each week at Venice, Illinois Train Yard.

2. That accordingly, the Carrier be ordered to make the Carmen's Craft whole by additionally compensating it in the amount and manner as follows:

- (a) For the work performed on the first shift, eight (8) hours at the time and one-half rate for each day. Carmen J. O. Thompson, A. Karvas, W. G. Hamilton, J. J. Mihelcic and E. Mitchell are the Claimants and are to be rotated in the order listed for each day beginning November 1, 1964 and continuing until the violation is corrected.
- (b) For the work performed on the second shift, eight (8) hours at the time and one-half rate for each day. Carmen G. L. Sitton, H. E. King, C. E. Chamberlain, W. Milon, J. I. Hicks and M. W. Ellis are the Claimants and are to be rotated in the order listed for each day beginning November 1, 1964 and continuing until the violation is corrected.
- (c) For the work performed on the third shift, eight (8) hours at the time and one-half rate for each day. Carmen R. Fields, W. M. McCabe, A. D. Griffey, J. H. Smart, R. G. Robbs and B. W. Picker are the Claimants and are

Article V of the September 25, 1964 Agreement, which became effective November 1, 1964, clearly permits Yardmen to couple air hose and make air tests on the delivery runs here involved, and the claims must be denied.

(Exhibits not reproduced.)

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.

Carrier operates a terminal which extends from Bridge Junction, Illinois to Broadway Street, Venice, Illinois, a distance of about two miles. This terminal is divided into three yards, designated as Venice Yard, Brooklyn Yard and Middle Yard.

Article V of the September 25, 1964 Agreement, applicable to the dispute before this Division, reads as follows:

"ARTICLE V.
COUPLING, INSPECTING AND TESTING

In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a 'double-over' and the first car standing in the track upon which the outbound train is made up."

Employes contend that Carmen were employed in all three yards. It is the Employes' position that there is actually one yard — Venice yard — and that this yard is divided into three sections. In support thereof, the Employes cite a Bulletin advertising a position of car inspector in the Venice Yard. This Bulletin, and others, gave the Carrier the right to assign Carmen to any one of the three yards intermittently as the necessities of the Carrier's business requires.

Carrier states that three separate yards exist within one terminal, and that Carmen are not employed in the Venice Yard; Carmen are employed around the clock in the Brooklyn and Middle Yards.

Employes have presented no probative evidence in the record to support the claim. Even though some Carmen may, from time to time, work in the Venice Yard to perform special work, it is rather clear that none are permanently assigned to that yard. Both parties agree that three separate yards exist. Whether they are called "sections" by the Employes or "yards" by the Carrier is immaterial. They are three distinct yards within the meaning of Article V.

Since no Carmen are permanently assigned to the Venice Yard, the second paragraph of Article V applies, and, for that reason, Carmen do not have the exclusive right to inspect and test air brakes and appurtenances on trains in the Venice Yard. There is no convincing evidence that such work was performed by other crafts when Carmen worked in the Venice Yard.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January, 1968.