



Award No. 5717

Docket No. 5553

2-CRI&P-CM '69

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Gene T. Ritter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L.—C. I. O. (CARMEN)**

**CHICAGO, ROCK ISLAND & PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYES:

- (1) That under the current Agreement the Carrier improperly assigned other than a Carman to make repairs to B & L. E. Car 4334 consisting of inspecting, removing and applying air hose on October 28, 1966.
- (2) That accordingly the Carrier be ordered to additionally compensate Carman B. Muzyka in the amount of 2 Hours and Forty Minutes at the applicable rate of pay.

EMPLOYES' STATEMENT OF FACTS: The Chicago, Rock Island & Pacific Railroad Company, hereinafter referred to as the Carriers, maintains a Car Shop at Kansas City, Kansas.

Three shifts of car repairers are employed seven days per week, and three shifts of Car Inspectors around the clock.

On October 28, 1966 a flat car on the N. & W. transfer departing the Rock Island Yards for the N. & W. Yards with a Rock Island Engine, caboose and crew, burst an air hose on Track No. 10 near 7th Street in the Armourdale Train Yards Kansas City, Kansas. Carman are employed in the immediate vicinity of 7th. Street and could have been contacted by means of two way radios, which all the Car Inspectors are furnished by the Carrier.

October 28, 1966, Road Foreman Reece made repairs consisting of inspecting, removing and applying air hose on B. & L. E. Car 4334. Road Foreman Reece was furnished with the necessary tools and material to make the repairs to the aforesaid car. Carmen were on duty at the time this repair was made by Mr. Reece and no Carman were called to do this work.

Carman B. Muzyka, hereinafter referred to as the claimant was available to perform the work if called.

rendering its decision on the whole dispute. The Switchmen's Union does not claim the disputed work. Nowhere can the Carrier show that the Switchmen's Union has contracted to do the disputed work. It is our position that testing the air or train line or the repairing or replacing of an air hose is the work of the craft of carmen, men schooled and/or trained in repair and train testing work in the railroad industry.

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 waived right of appearance at hearing thereon.

Carrier maintains a Car Shop at Kansas City, Kansas. Three shifts of car repairers are employed seven days per week, and three shifts of Car Inspectors are employed around the clock at this Car Shop. On October 28, 1966, a flat car burst an air hose on Track No. 10 near 7th Street in the Armourdale Train Yards, Kansas City, Kansas. The record discloses that Carmen were employed in the immediate vicinity of 7th Street and could have been contacted by means of two-way radios which all Car Inspectors are furnished. Road Foreman Reece made the repair which consisted of inspecting, removing and applying the air hose on B. & L. E. Car 4334. This Claimant was available to perform the work if he had been called. The Organization contends Carrier violated Rule 110 of the Carmen's Special Rules, the pertinent part of which is as follows:

"Carmen's work shall consist of building maintaining, dismantling . . . inspecting all passenger and freight cars, both wood and steel . . . pipe and inspection work in connection with air brake equipment on freight cars . . . joint car inspectors, car inspectors, safety appliance and train car repairers; . . . and all other work generally recognized as carman's work."

and Rule 28(a) Assignment of Work which reads as follows:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, . . ."

In view of prior awards touching upon this same question, it is the opinion of this Board that the Agreement was violated. In absence of an emergency, while Carmen are available, Carmen should be allowed to replace a fractured air hose. There is no provision brought to the attention of this referee which would allow the Road Foreman to change the air hose as in this instance. The Carrier has cited denial Award 4707 as support for its position. This Award is distinguished from the instant dispute for the reason that the facts in denial Award 4707 discloses that the train was blocking traffic at a busy intersection at a place where no Carmen were on duty. These facts do not exist in the instant dispute. This Board will follow sustaining Awards 1791 (Carter), and 3701 (Carey). This Board will also follow Award 4472 (Anrod) to the extent that the finding was made that the Agreement was violated. There is no doubt that the replacing of damaged air hose has long been recognized as Carmen's work. This work, from

an examination of prior awards, is exclusive to Carmen only to the extent that Carmen are on duty and available; and to the further extend that no emergency exists which would require other than Carmen to replace the fractured hose; or that any delay would jeopardize the safety or substantially disrupt Carrier's operations. In the instant case, this Board fails to find such an emergency or disruption. This claim will be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 6th day of June, 1969.