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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6511  
Docket No. 6330  
2-B&M-CM-'73

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

Parties to Dispute: ( System Federation No. 18, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Carmen)  
(  
( Boston and Maine Corporation

Dispute: Claim of Employees:

- (a) That the owner and the relief man of the Paper Mill Inspector's job during the hours from 8 A.M. to 4 P.M., be compensated for the difference between the pro rata and the punitive rate for each regular day account of being ordered to work other than the job they own by proper bid under the rules of the Current Agreement.
- (b) That starting with the senior man on the overtime roster, each Carman be compensated in turn for every day that brakemen or others are used to couple hose, inspect air brakes and do other work generally recognized as Carmen's duties at the Mechanicville Paper Mill and Hill Yard starting with the 29th day of December, 1970, until the situation is corrected.

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.

Among other things, the record herein fails to support the claim of breaches of the rules invoked by the Petitioner.

Petitioner, in its submission refers to a category of Carmen with the title "Paper Mill Inspectors" as though this was a bulletined position. In its rebuttal, Petitioner states that certain Carmen "were assigned to perform" certain work "at the Lower Yard" of Carrier's Mechanicville, New York installation, "and the paper company's private tracks".

The work involved does not fall within the scope rule of the controlling agreement as amended by Article V of the September 25, 1964 National Agreement, which provides that "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 ... shall be performed by Carmen", in that the work performed by other than Carmen was performed outside the "departure yard, coach yard or passenger yard of the Carrier".

In the absence of a showing, with probative evidence, that a violation of the controlling Agreement as amended occurred, we have no alternative but to deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: \_\_\_\_\_

*E. A. Hilleen*

Executive Secretary

Dated at Chicago, Illinois, this 31st day of May, 1973.