

The Second Division consisted of the regular members and in addition Referee James C. McBrearty when award was rendered.

Parties to Dispute: (System Federation No. 16, (Formerly System Federation
(No. 23) Railway Employees' Department, AFL-CIO
((Carmen)
(Norfolk and Western Railway Company (formerly The
(Wheeling and Lake Erie Railroad Company)

Dispute: Claim of Employees:

1. That carrier violated the current working agreement when General Car Foreman E. F. Campbell performed carmen's work by repairing freight cars at Cleveland, Ohio on June 5, 1975.
2. That during the processing of the claim on the property carrier violated Section 3 (i) of the Railway Labor Act and Article V, National Agreement dated August 21, 1954.
3. That accordingly, carrier be ordered to compensate Carman W. Eggers, who was on his rest day and available for work, eight (8) hours at time and one-half for June 5, 1975.

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.

The record before us contains a written statement by a one George Kravetz that Carrier's General Car Foreman, E. F. Campbell, "assisted him in the repairing of Car for 8 hours," on June 5, 1975. This statement by Mr. Kravetz also indicates that "Mr. E. Campbell done (sic) most of the repairing."

The record also contains written statements by Mr. Charles A. Biada, the Local Chairman, and a one Ronald M. Schlusser, that they observed General Car Foreman Campbell on June 5, 1975 at 10:15 AM making repairs to six (6) specific cars. These repairs consisted of items such as straightening ladders, and sills, as well as putting a door pin in a hopper pocket.

Rule 64(B) sets forth freight Carmen's work, while Rule 12(A)(1) states that "Mechanics' work, as hereinafter defined, shall be performed only by regularly employed mechanics or apprentices in the respective crafts...." (Emphasis added).

On the other hand, Rule 12(A)(3) specifically states: "Nothing in this Rule 12(A) shall be construed as prohibiting foremen or other supervisors from performing mechanics' work in the course of their duties." (Emphasis added).

According to Carrier, General Car Foreman Campbell went with Mr. Kravetz into the yard "in the interest of safety to the employee and to insure that the work was properly performed," since Kravetz had less than one (1) year of experience, and was working as an up-graded or temporary carman.

Insuring safe and proper performance of work is a portion of the duties of a foreman, especially so under the circumstances stated above.

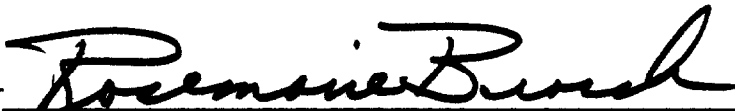
Therefore, in light of the specific language in Rule 12(A)(3) the Board finds that Carrier did not violate the Agreement. The claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of December, 1977.