

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 8448
Docket No. 8306-T
2-MP-CM-'80

The Second Division consisted of the regular members and in addition Referee M. D. Lyden when award was rendered.

Parties to Dispute:

(Brotherhood Railway Carmen of the United
States and Canada

(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Article V of the Agreement of September 25, 1964, as amended December 5, 1975, when they arbitrarily transferred the work of coupling air hose and inspecting of thirty-two (32) freight cars in track Nos. 53 and 55, January 21, 1978, of the departure yard, Memphis, Tennessee, to other than those of the Carman's Craft.
2. That, accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman C. R. Brooks, who was working on adjacent track, in and amount of one (1) hour at the pro rata rate for January 21, 1978.

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.

Trains are regularly made up, inspected, and dispatched from the Carrier's Memphis, Tennessee Yard. Car Inspectors are regularly employed and assigned in this Yard twenty-four (24) hours per day, seven (7) days per week, with assigned duties of inspecting, coupling air hose, and testing brakes on trains made up prior to their departure from the Memphis, Tennessee Yard.

The inspecting, coupling of air hose, and testing of air brakes on trains, as required by the Carrier prior to its departure, was performed by train crew.

The Carrier erred when it instructed or permitted the train crew to inspect, couple air hose, and make air brake test on train departing their Memphis, Tennessee train yard, January 21, 1978.

Because Article V states:

"ARTICLE V OF THE SEPTEMBER 25, 1964, AGREEMENT AS AMENDED BY
ARTICLE VI OF MEDIATION CASE A-9699 DATED DECEMBER 4, 1975

ARTICLE V. - COUPLING, INSPECTION AND TESTING

(a) 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."

In this instant case, carmen are employed by the Carrier, were on duty in the Memphis, Tennessee train yard, in which the train was made up, inspected, air brakes tested, air hose coupled, and departed, and accordingly, they were contractually entitled to perform the work. For the Carrier to assign this work to other than the Carman's Craft violated the quoted Agreements.

The Board finds:

1. Carmen in the employment of the Carrier are on duty.
2. The train tested, inspected or coupled is in a departure yard or terminal.
3. That the train involved departs the departure yard or terminal.

Therefore, based upon the testimony, documents and case as a whole, the claim of the employees is sustained.

A W A R D

Claim sustained.

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 1st day of October, 1980.