

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. The Chicago and North Western Transportation Company violated the controlling agreement when it unjustly deprived Carman Lloyd Sorenson of his contractual rights when it allowed other than Carmen to perform Carmen's work on December 18, 1981. The Company also violated Article V of the August 21, 1954 Agreement when the Manager Labor Relations, in his denial letter of April 21, 1982, failed to give reasons for disallowing the claim.
2. That the Chicago and North Western Transportation Company be ordered to compensate Carman Lloyd Sorenson for eight (8) hours pay at the Carmen's overtime rate of pay for violation of December 18, 1981. This is a continuous claim.

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 employes 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.

This case involves the Carrier's assignment of work to a Mechanic-in-Charge (MIC). The specific events leading to the claim before the Board came about when the Carrier directed an MIC to leave his home point, Worthington, Minnesota, and travel to Ashton, Iowa, to inspect a grain train.

The Organization contends that the Carrier's assignment of this work to the MIC deprived the Claimant of work rightfully belonging to the Carmen's Craft under the parties' Agreement. The Organization essentially argues that there were a sufficient number of Carmen available to perform the work in dispute and that the MIC is limited to working at the headquarters or home point assigned.

The Organization also argues on procedural grounds, contending that the Carrier's denial of the claim failed to provide specific reasons for the disallowance, a violation of Section 1(a), Article V of the August 21, 1954 Agreement.

Turning first to the procedural aspect of this claim, while the Carrier's denial letter does lack some degree of specificity as to the reasons for the disallowance and thus strains the purpose of Article V previously cited, we note that it did refer to two earlier letters from the Carrier to the Organization, which had set forth the position of the Carrier on the relevant issues herein. Accordingly, we do not find a breach of the Agreement under the facts of this claim.

With respect to the merits of the dispute, the Board has carefully reviewed the numerous awards relied upon by the parties and the submissions filed with this Board, including that of the International Association of Machinists and Aerospace Workers as a third party in interest. We find that the essential facts and circumstances herein are not substantially at variance with those addressed in Second Division Awards Nos. 9974 and 9976. The key question there, as well as herein, is whether the MIC, generally speaking, can be assigned to do mechanic's work away from his home point of employment.

While the Carmen's contentions, as its claim was advanced and presented to this Board, are certainly understood, we find on the record before us that there is no basis for a finding not consistent with the decisions reached by the Second Division in Awards Nos. 9974 and 9976.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1985.