

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

(Brotherhood Railway Carmen of the United States and Canada
PARTIES TO DISPUTE: (
(Houston Belt & Terminal Railway Company

STATEMENT OF CLAIM:

1. That the Houston Belt & Terminal Railway Company violated the controlling agreement, particularly Rule 23 Paragraph A, August 9, 1985, when Carman J. Bouldin was not called from the overtime board to assist in repairing car MP 267618 at Basin Yard in Houston, Texas.

2. That accordingly, the Houston Belt & Terminal Railway Company be ordered to compensate Carman Bouldin in the amount of four (4) hours at straight time for August 9, 1985.

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 waived right of appearance at hearing thereon.

A pay claim was filed by the Local Chairman, Houston, Texas on behalf of Claimant on September 30, 1985. The claim alleged that on August 9, 1985 an Assistant Trainmaster removed a bad air brake hose on car MP 267618 of the Settegast-Port Transfer and replaced it with a new hose. According to the claim this is Carmen's work and the claim requests four (4) hours' pay at straight time rate.

Subsequent handling of this claim shows that on the evening of August 9, 1985 the yard crew with engines 40 and 41 departed from Settegast Yard with some 80 cars for the Port Terminal Railroad. The train went into emergency between Settegast and Basin Yard. At that time, which was approximately 9:40 PM, a Yardman began walking the train and found a bad hose on one of the cars. The Assistant Trainmaster was in the vicinity and drove his car to the point where the car with the hose separation was located. According to the Trainmaster he then "...held a lantern" while the Yardman changed the hose. Despite the allegation found in the original claim, repeated in the handling of

this claim on property, the Board cannot find sufficient probative evidence of record to support the Claimant's version of the facts of this case. The record supports that the hose was changed by a Yardman, not the Assistant Trainmaster.

The claim alleges violation of Agreement Rule 23(A) which reads, in pertinent part: "None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed." There is no evidence of record to support the conclusion that, under circumstances such as those outlined in this case, the work of changing an air hose is the exclusive purview of the Carmen's craft under protection of the Rule cited. The record supports that a member of the train crew changed an air hose on his own train, that he did so under emergency conditions, and that no Carman was in the vicinity of the train car with the broken hose. According to the Assistant Trainmaster's statement, which is part of the record, the Carman working the Basin Yard did not even have transportation to get him to the car causing the delay of the Settegast-Port Transfer. Such is not disputed by the Claimant.

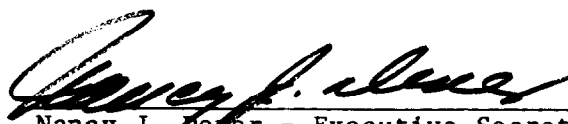
The train was stopped for only 20 minutes before the problem was found and solved. During that short time, however, it was blocking a number of crossings and the SP Tower 87 interlocking. The Assistant Trainmaster states that "due to having crossings and the interlocking blocked I allowed (the) Helper to replace (the broken) hose to prevent any further delays rather than wait (for) an available Carman." Given the circumstances, such did not represent a violation of the Agreement and the instant claim cannot be sustained.

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 11th day of January 1989.