Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 11896
SECOND DIVISION Docket No. 11704-T
90-2-88-2-205

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ A Division of TCU
(
(Indiana Harbor Belt Railroad Company

STATEMENT OF CLAIM:

1. That the Indiana Harbor Belt Railroad Company violated the provisions of the September 25, 1964 Agreement as amended by the December 4, 1975 Agreement, specifically Article V, Paragraphs (a) and (c), as well as Rule 154 of the current working Agreement, when they allowed the train crew of GP-11 to couple the air hoses on ten (10) cars on November 10, 1987 and perform the inspection and air testing.

2. That the Indiana Harbor Belt Railroad Company be ordered to compensate Carmen T. Siniawski and D. Sherrick, who were available, qualified and willing to perform the work, two (2) hours and forty (40) minutes at the time and one-half rate of pay as required by Rule 7 of the current working Agreement.

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.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute but did not file a Submission with the Division.

The basic facts in this case are set forth as follows: On November 10, 1987, the crew of Train GP-11 doubled Track 19 (Gibson cars) to 21 (Lake Front cars) and at the time discovered that air hoses on the rear 10 cars on Track 19 had not been coupled. Accordingly, the Blue Island Yardmaster directed the crew to couple the air hoses on the 10 cars, test the air and leave the yard. In response to this assignment, the Organization filed a Claim on November 17, 1987, charging that Carrier violated Rule 154 of the Carmen's Agreement and Article V, paragraphs (a) and (c) of the September 25, 1964 Mediation Agreement.

Specifically, the Organization maintained that coupling and testing air hoses rightfully accrued to Carmen under the aforestated Rules and thus said work should have been assigned to Carmen.

Carrier asserted that GP-11 was not tested, inspected or coupled in a departure yard or terminal, nor did the train depart a departure yard or terminal. It pointed out that GP-11 moved cars approximately 12 miles from the Blue Island Classification Yard to the Michigan Avenue Classification Yard, a move wholly within the terminal. Consequently, since no road service is performed at this locale, where the tracks constitute one continuous yard within which are several classification yards of various sizes and where no Indiana Harbor Belt Railroad Company trains or crews are dispatched or depart for over-the-road service, Carrier argued that the defining requirements of Article V of the September 25, 1964 Mediation Agreement were not present herein.

In considering this case, within the context of the cited rules and several recent Awards, the Board must find for Carrier. See for example, Second Division Awards 11690, 11594, 11433, 11421, 11376 et al. In the case herein, GP-11 never left a departure yard and was never inspected or tested in a departure yard. The entire movement of the cut of cars was within the confines of the Chicago Terminal Metropolitan Switching District. Since no proof was submitted contraverting these asserted facts, and since the contested work related to the movement of a cut of cars from one classification yard to another within a terminal area, the Organization has not established a Rule violation. This applies to Article V of the September 25, 1964 Mediation Agreement and Rule 154 of the Carmen's Agreement. There has been no demonstration of exclusivity with respect to the work of coupling hoses and performing air tests.

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 25th day of July 1990.