

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

(Brotherhood Railway Carmen/Division of TCU
PARTIES TO DISPUTE: (
(Norfolk and Western Railway Company

STATEMENT OF CLAIM:

1. That the Norfolk and Western Railway Company violated Rule 30 and Rule 110 of the current agreement, Article V of the September 25, 1964 Agreement, Article VI of the December 4, 1975 Agreement and Article VI of the November 19, 1986 Agreement, when conductors and brakemen were assigned to make inspections of trains to determine the condition of brakes and equipment, searching out and inspecting for defective cars in trains, and/or Carmen's inspecting work inside of Elmore yard tracks and terminal, in violation of rules of the current agreements. As both locations inside Elmore (Mullens) Terminal (Tralee and Hot Water Crossing) which places conductors and trainmen were instructed to inspect trains where Carmen have been assigned to inspecting and performed such work for forty-five (45) years or more. (See Exhibit B19 of 37).

2. That because of such violation the Norfolk and Western Railway Company be ordered to compensate Carmen R. M. Lawrence, et al., whose names are maintained on the extra and overtime board, a call or two (2) hours and forty (40) minutes at the time and one-half rate of pay for various dates beginning February 13, 1988 through ending March 26, 1988. (See Exhibits A6 of 8)."

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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 and filed a response with the Division.

On February 12, 1988, Carrier's Trainmaster at Mullens, West Virginia issued written instructions to all Conductors and Brakemen that:

"When you are called for a run through leaving off the Main Line at Tralee or Hot Water Crossing, the REAR BRAKEMAN will report to the Head End of the train and watch the train pull by checking for brakes and dragging equipment."

These instructions generated claims from the Carmen's Organization, contending that its work of 45 years or more was now being transferred to strangers to its Agreement. Carrier defended against these claims on a number of grounds, but principally that it was not a violation of the Carmen's Agreement when Trainmen performed a roll-by inspection of their own train.

In the circumstances present here we must agree. The visual inspection of a moving train required by one of the crew members is not the same type of inspection and testing performed by Carmen in the course of their duties. Rather, the work involved is incidental to that of the train crew.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1991.