

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: ( (Brotherhood Railway Carmen/Division of TCU  
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM:

1. That the Kansas City Terminal Railway Company violated current agreements, Rule 71 of the September 25, 1964 Agreement, Article V, Article VI of the December 4, 1975 Agreement and Article VI of the November 19, 1986 Agreement, as subsequently amended, as they have continuously from or on September 6, 8, 13, 18 and 26, 1989 (five days) used other than Carmen to perform Carmen's work using instead trainmen and other strangers to usurp and deny Carmen to perform their contractual right to perform testing, inspecting and repairing air brakes and their appurtenances in a departure yard. These positions were continuously being filled each day by various employees other than Carmen on the above mentioned dates.

2. That the Kansas City Terminal Railway Company be ordered to cease from using other than Carmen to perform Carmen's work and assign the positions to the Carmen's craft and compensate Carmen who are working and one Carman who is furloughed at the overtime rate, plus 10% per annum interest for September 6, 8, 13, 18 and 26, 1989 (five days) for using other than Carmen to perform Carmen's work.

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.

The United Transportation Union, a Third Party at Interest, was advised of this dispute and indicated no wish to intervene.

The Claim concerns coupling of air hoses on cuts of cars by other than Carmen in the Carrier's Mill Street Yard. As reviewed in many Awards, the criteria requiring the use of Carmen for such work are the following:

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

In this instance, the Organization has failed to demonstrate that the work involved "trains" as contrasted with cuts of cars or that the cars left the "terminal." Relying on numerous previous Awards on point here, the Board finds the Claim without Rule support.

The Organization, in addition, argues that the Carrier's Submission is not in proper form since it is not signed. The Submission carries the printed name of a Carrier official. This has been found to be sufficient, despite the absence of a written signature.

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 23rd day of September 1992.