

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISIONAward No. 12477  
Docket No. 12028  
92-2-90-2-166

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU  
(  
(The 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 August 10, 11, 14, 15, 16, 21, 23, 25 and 29, 1989 (nine days) used other than Carmen to perform Carmen's work using instead trainmen and other strangers to usurp and deny Carmen to perform their contractually right to perform testing, inspecting and repairing air brakes and other 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 August 10, 11, 14, 15, 16, 21, 23, 25 and 29, 1989 (nine 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 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.

This Claim has been progressed to this Board on an allegation that on various dates in 1989 strangers to the Agreement were utilized by Carrier in the performance of testing and inspecting air brakes in a Carrier departure yard. The facts of record demonstrate that the specific work involved in the Claim was not a movement of a train out of a departure yard, but merely handling a cut of cars from one location within a terminal

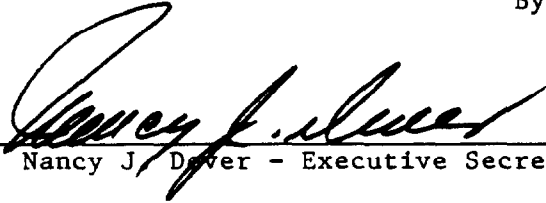
to another location within the same terminal. Inspecting and testing air on cuts of cars being transferred from one location to another within a terminal is not work exclusively reserved to carmen under the Agreement. See Second Division Award 12428 for a similar holding.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 18th day of November 1992.