

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13101
Docket No. 12878-T
97-2-94-2-18

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

(Brotherhood of Railway Carmen, Division of
(Transportation Communications International Union

PARTIES TO DISPUTE:(

(CSX Transportation, Inc. (former Seaboard
(Coast Line Railroad Company)

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

1. Carrier violated the agreement on February 26, 1993, March 11, 1993, April 3, 1993 and April 16, 1993, when they permitted and instructed the train crews to couple the air hoses, inspect and brake test their train when Carmen were on duty.

2. Carrier shall compensate each claimant two (2) hours forty (40) minutes pay at time and one-half the pro rata rate for the dates indicated below:

R. J. Rakeston	February 26, 1993
R. Bright	February 26, 1993
J. B. Heinrich	March 11, 1993
D. D. Burnsed	March 11, 1993
J. L. Adams	April 3, 1993
D. E. Hodges	April 3, 1993
J. A. Jiles	April 3, 1993
E. J. Hodges	April 3, 1993
J. R. Hembree	April 16, 1993
G. M. Sweat	April 16, 1993”

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 employee 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 were given due notice of hearing thereon.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute, but it chose not to file a Submission with the Board.

In March and April 1993, the Organization filed five time claims on behalf of Carmen regularly assigned to the Carrier's Moncrief Yard in the Jacksonville, Florida, Terminal. The Organization asserted that these Carmen were entitled to two hours and 40 minutes of overtime pay because Yard Jobs 202, 126 and 208 inspected their own cut of cars and walked the brakes in Moncrief Yard when Car Inspectors were on duty.

The cars in question were interchange cars being handled from the Carrier's Moncrief Yard to the Norfolk Southern Railroad's Simpson Yard. Both yards are within the Jacksonville Terminal limits. The Organization contends that the coupling of air hoses, inspecting the cars and giving a brake test on the cars was work reserved exclusively to Carmen.

Initially, it must be noted that there is no evidence in the record before this Board that any of the yard crews in question coupled air hoses on the cars being interchanged with the Norfolk Southern Railroad on the dates of claim. Rather, according to the time slips submitted by the Organization, the yard crews inspected the cars and walked the brakes, that is, they performed a transfer brake test to assure that the brakes applied and released. Contrary to the Organization's contention, this is not exclusively Carmen's work.

The Organization's reliance on Article V of the September 25, 1964 Agreement as amended by Article VI of the December 4, 1975 Agreement is misplaced. Article V applies only to brake tests performed on outbound trains. It does not apply to transfer brake tests on interchange cuts performed by yard crews within a terminal. Indeed, this was the conclusion reached in Second Division Awards 10021, 12477, and 12428 involving disputes not dissimilar from the one now before the Board.

In Second Division Award 10021, the Board found that:

“ . . . Nothing is said in Article V which indicates intent to disturb or change the long standing practice of using yard brakemen or carmen as needed to couple cuts in classification yard for intra-yard movement within yard limits whether the movement be to transfer cars for interchange, to repair tracks, to store tracks or wherever within terminal yard limits. . . .”

And in Second Division Award 12477, the Board also concluded that work involving intra-terminal movements is not encompassed by Article V, nor was it work exclusively reserved to Carmen. The Board declared:

“ . . . 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. . . .”

The Board concluded in Second Division Award 12428 that:

“ . . . 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'”

Because the work of inspecting and walking the brakes on cuts of cars being transferred from one location in a terminal to another location in the same terminal is not work exclusively reserved to Carmen it was proper for yard crews in the Jacksonville Terminal to perform this work on cuts of cars that were being interchanged entirely within the Jacksonville Terminal limits. The claims are therefore denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

Dated at Chicago, Illinois, this 7th day of March 1997.