

Award No. 2176
Docket No. 1983
2-P&LE-TWU of A. CIO-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**RAILROAD DIVISION, TRANSPORT WORKERS UNION
OF AMERICA, C.I.O.**

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

THE LAKE ERIE AND EASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That it is inconsistent with the past practices to have the Carrier insist that Car Inspectors, so assigned bleed cars at McKees Rocks, Pa., when trainmen have always done this work at this point.

That for this reason, the Carrier be ordered to additionally compensate the following employes, eight (8) hours for each day that the Carrier required the Car Inspectors to do work that has always been done by the trainmen; A. J. Kinney, Joseph Zaglauer, John Linner, T. H. Stevens, Jr., J. Rubolino, J. Papinchak, A. Minder, D. B. Davis, A. Woodhall, J. Nicodemus, J. Stadelman and Ralph Milligan.

That about fifteen (15) years ago the McKees Rocks Car Inspectors requested the work of bleeding cars at McKees Rocks, Pa., but were told verbally that this could not be done as the Carrier had some kind of an agreement with the trainmen at this point and that this work was to be done by crippled trainmen.

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the parties to the dispute dated May 1, 1948 and subsequent amendments thereto copies of which are on file with the Board, and is by reference hereto, made a part of this statement of facts.

At McKees Rocks, Pa. the trainmen always have bled cars, but now the carrier insists that car inspectors do this work. As stated in the dispute when the car inspectors requested this work the carrier turned down this request.

Since the carrier had turned down the car inspectors request for this work and now insist that they do this work the organization is claiming eight (8) hours additional pay for each day and each man that was made to do this work. The following men on the following days are involved:

"ITEM NO. 2

(Appendix A.)

Claims of various Hobson Yardmen for a minimum day's pay on various dates when carrier used car inspectors to bleed air in Hobson Yard, and similar pending claims.

These claims have been processed for the purpose of determining whether or not the work of bleeding air in Hobson Yard is exclusive, and to whom it belongs.

In the evidence submitted in this case much has been said about car inspectors, who are not parties to this proceeding. This Board cannot and does not make any decision with reference to the work of car inspectors. From the evidence before us we are forced to conclude that past practice does not show the work of bleeding cars belongs exclusively to the yardmen, and from the evidence the Board decides that an affirmative award is not justified.

Claims denied."

CONCLUSION

It is therefore the carrier's position that there being no rule in the current agreement with respect to the matter of bleeding air and such work never having been assigned exclusively to any craft or class of employees on this railroad, there is no merit in the claim of the employees and it should be denied.

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.

The parties to said dispute were given due notice of hearing thereon.

This claim is made on behalf of twelve (12) carmen for an extra day's pay on certain days designated in the claim on account they were required to bleed air from cars at McKees Rocks Yard, Pittsburgh, Pennsylvania. It is the position of the carrier that the work of bleeding air from cars has never been assigned exclusively to any craft or class of employees and has been performed by several classes of employees in the past including trainmen, carmen, laborers and helpers.

The record shows that from 1928 to 1948, three (3) disabled trainmen were assigned around the clock to bleed air at McKees Rocks. Since 1948 yard crews, assigned to break up trains performed the work when no trainman was assigned. On February 23, 1955, there was only one (1) disabled trainman available and carrier instructed car inspectors to bleed air from cars when no trainman was available to perform the work.

It is the contention of employees that this work belongs exclusively to trainmen for the reason that about fifteen (15) years ago the carmen requested that bleeding air from cars be taken from disabled trainmen and be assigned to carmen which request was denied.

The McKees Rocks Yard is within the Pittsburgh general yard district which is approximately twenty-four (24) miles long. Car inspectors in the McKees Rocks Yard District are under the supervision of a foreman of car

inspectors whose jurisdiction includes McKees Rocks Yard proper and Ivanhoe Yard. Under Rule 50 (c) these two yards are in the same seniority district. It was understood, however, that the present claim was limited to McKees Rocks Yard proper and to no other yard.

The record shows that car inspectors and trainmen bleed cars at Ivanhoe Yard. The record shows that laborers bid in and were assigned to air bleeding jobs at Newell. At eleven (11) other inspection points on the railroad it is shown that car inspectors and trainmen are assigned to bleed air. It is not contended that any agreement provision controls the assignment of this work. The organization contends that as trainmen have performed the work at McKees Rocks Yard proper for twenty-five (25) years that it belongs to trainmen exclusively by practice. The mere fact that one class of employes has done certain work for a long period of time does not necessarily make it the exclusive work of that craft. If there is an intent manifested for a long period of time to treat it as the exclusive work of the craft to which it is assigned, the result could well be otherwise. But the record refutes any such intent. The work is performed by other crafts and classes at other points, including Ivanhoe Yard in the same seniority district. The fact that carrier may have declined to contract the bleeding of cars exclusively to carmen does not mean that it may not be properly performed by carmen where it has not been contracted to any other craft or class. Award 1636. The work of bleeding air from cars has not been performed exclusively by one class of employes on this railroad. It may be performed by more than one class or craft. The work may be properly assigned to car inspectors to perform. The claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July, 1956.