

Award No. 3335
Docket No. 3124
2-P&LE-TWUOA-'59

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when award was rendered.

PARTIES TO DISPUTE:

**RAILROAD DIVISION, TRANSPORT WORKERS UNION
OF AMERICA, A. F. of L.—C. I. O.**

**THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY and
THE LAKE ERIE & EASTERN RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

On July 28, 1957, F. Garee, car inspector, was off duty and available for work.

On this date a train crew with Conductor Addis coupled hose and tested air on 71 gondola cars.

The work of testing air is car inspectors' work.

For this reason the Organization requests that F. Garee be paid eight (8) hours at the premium rate of pay for work performed by the conductor and train crew.

EMPLOYEES' STATEMENT OF FACTS: That F. Garee is a car inspector and employed by the carrier at Newell, Pa.

That on July 28, 1957, F. Garee was off duty and available for work.

That the conductor and train crew performed work that belongs to car inspectors under the present agreement.

That Rule 25 of the present agreement was violated when the conductor and train crew performed the work that should have been done by the car inspector.

That this case was handled on the property of the carrier in compliance with the provisions of the present agreement and is known as Case N-31.

The First Division has on many occasions denied claim of train or engine crews for additional compensation when required to perform the same functions as are in dispute here. Among such awards are —

2212. Referee Swacker

"There is no evidence to support the complaint of being required to make alleged tests of air brakes in violation of Section 2."

8970. Referee Roll

"The mere coupling of cars, and testing the air, under the facts in this case, when made in connection with their own train does not in the judgment of the Division, constitute general switching, as contemplated by the agreement."

11986. Referee Rudolph

Claim for two days at yard rates for inspecting and making an air test of their train. " * * * The facts disclose simply a straight pick up of 102 cars that had been inspected. * * * In view of Operating Rule 955 and it being undisputed in this record that making an air test under conditions similar to those shown on this docket is 'in line with practice in effect at all points on this railroad of long standing' the claim for making the air test cannot be sustained."

See also Awards Nos. 16517, 17579 and 17724.

CONCLUSION:

It is therefore the carrier's position that there being no rule in the current agreement with respect to the matters of coupling air hose and making air tests and such work never having been assigned exclusively to any particular craft or class of employes on this railroad, there is no merit to this claim.

Further, awards of the National Railroad Adjustment Board support the carrier's position and past practice on this property upholds this position.

Carrier respectfully requests that this claim 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 employe or employes involved in this dispute are respectively carrier and employe 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.

On Sunday, July 28, 1957, a train crew moved an intact draft of 71 cars from Downer Junction Yard to Newell, Pennsylvania, for removal of

wooden floors prior to being taken to McKees Rock for dismantling. In connection with this movement from Downer Junction, the crew coupled hose and tested air to ascertain if the brakes were working. Claim is made that "the work of testing air is Car Inspector's work" and thus that claimant Garee—who was on his rest day on this date—should be compensated in the amount of 8 hours' pay at premium rate.

Since the subject air test was performed by trainmen incidental to the movement of a train, it was not work that is exclusively reserved to car inspectors (carmen) under Rule 25 (Classification of Work) of the subject Agreement. A denial award is required.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 16th day of October, 1959.