

**Award No. 3339**  
**Docket No. 3150**  
**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 the award was rendered.

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**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 EMPLOYES:**

On November 13, 1957 at 10:00 P. M. Yardmasters Massatesta and Cartier ordered Conductor Bevilquia to couple hose and test air on 24 cars on track #34. The train departed at 10:40 P. M.

At the time this happened there were no car inspectors available to do this work, due to the fact that one of the car inspectors reported off and his job not filled, but blanked. Had this job been filled this would not have happened.

Mr. Stupka, extra car inspector, was available and could have filled this vacancy. Since this was not done and the trainmen did work that belongs to car inspectors the organization requests that Mr. Stupka be compensated eight (8) hours for this day.

Organization claims that Rule 48(c) 1 and 2 were violated.

**EMPLOYES' STATEMENT OF FACTS:** That this case arose at Youngstown, Ohio and is known as Case Y-74.

That Mr. Stupka was an extra car inspector and available for the work done by the trainmen.

That the trainmen did do work that would have been done by a car inspector had the assignment of the employee that reported off been filled by the carrier.

That Rule 48 (c) 1 and 2 were violated by the carrier.

“\* \* \* It in no manner restricts the carrier from having yardmen do this work.”

In denying the claim of a yard foreman and his crew, the **First Division**, in **Award 14570**, concerned with a carman on duty or available, said:

“\* \* \* Nothing in Rule 78 (a) makes it mandatory for carmen to be employed or on duty on every shift in every yard in the switching district. It is a managerial decision as to where the use of car inspectors is necessary, if decision is in good faith.”

#### **CONCLUSION:**

The carrier has shown that the work of coupling air hose does not belong exclusively to either carmen or trainmen and may be performed by either craft or class of employees. Further, it has always been the carrier's practice, both prior to the current carmen's agreement and since, when car inspectors report off duty, to review the work contemplated on that particular trick and only fill the job of the man who marked off when there is sufficient work for an extra man. In this instance there was not sufficient work to require the filling of the job of the regular man.

Awards of the various Divisions of the National Railroad Adjustment Board support the carrier's position.

The carrier respectfully submits the claim is without merit and 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 employe or employees 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.

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

During the afternoon of November 13, 1957 a car inspector leader at the subject location was instructed to have someone couple air hose on a draft of 24 cars that had been marked for rush movement. When a yard crew arrived at about 9:45 P. M. this date to move these cars it was found the hose had not been coupled. Upon being contacted on this matter, the car inspector leader advised he could not have an inspector couple the hose until after 11:00 P. M. The yard crew was then instructed to couple the hose, which was done.

One of the regularly assigned car inspectors on this trick had reported off duty on the date in question. The claim is that the carrier was required per Rule 48(c) to fill this vacancy with an extra car inspector who would have performed the involved work. It is contended that because an extra inspector was not used, work belonging to car inspectors was improperly assigned to employes outside the agreement. Compensation is requested for

extra car inspector Stupka, who is said to have been available to fill the inspector vacancy.

Rule 48(c) does not require the carrier to fill every vacancy due to absence with an extra man. The carrier may elect to permit a position to be blanked when the regular incumbent is absent. The organization would have a valid complaint if it were shown that due to the blanking of a position, work exclusively reserved to a craft or class of employes covered by the agreement was improperly assigned to others. No such showing can be made in the instant case, however. It is well settled that the coupling of hose incidental to the movement of trains is not within the exclusive jurisdiction of car inspectors (carmen).

#### 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.