

Award No. 3340
Docket No. 3225
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 Dec. 14, 1957, Conductor Davis and his crew coupled hose and tested air on five (5) cars on Track #4X.

Foreman McCrudden in his answer to the Organization admits this work was done as he states that coupling of hose and testing of air is not sufficient work to call an extra man. The Organization claims that Rule 25 of the agreement was violated.

Since Trainmen did do the work that belongs to Car Inspectors the Organization requests that Car Inspector Speziale be compensated eight (8) hours for Dec. 14, 1957.

EMPLOYEES' STATEMENT OF FACTS: This case is from Youngstown, Ohio and is known as Case Y-81. Car Inspector Speziale was available for the work that was done by the trainmen.

Trainmen did do the work of the car inspectors because this has been admitted by Foreman McCrudden when he told the committee that he did not think that the work done by the trainmen on the five (5) cars was sufficient work to call out an extra car inspector to do this work.

Rule 25 of the present agreement was violated when the carrier allowed the trainmen to perform the work that should have been performed by car inspectors.

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have a bargaining agreement, effective May 1, 1948 and revised March 1, 1956 with the Pittsburgh & Lake Erie Railroad Company

CONCLUSION:

Carrier asserts that this claim should be denied for any one or all of the following reasons:

1. There is no rule in the current carmen's agreement giving that class the exclusive rights to couple air hose and make car to car air tests;
2. That such work has never been assigned exclusively to any particular craft or class on this property;
3. Had it been necessary to have had the alleged work done by carmen, there were carmen on duty and available to do it, not claimant;
4. The organization has failed to support the claim with sufficient proof, and
5. Awards of the National Railroad Adjustment Board support the carrier.

The carrier respectfully submits the claim is without merit and requests it 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.

There is conflict in the evidence concerning whether trainmen coupled hose and tested air in connection with the movement of a train. Even if we were to find that trainmen performed this work, however, no violation of the subject agreement would appear. The work in question would have been incidental to trainmen's duties and therefore not exclusively reserved to 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.