

**Award No. 3553**  
**Docket No. 3508**  
**2-P&LE-TWUOA-'60**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

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**PARTIES TO DISPUTE:**

**TRANSPORT WORKERS UNION OF AMERICA, RAILROAD  
DIVISION, 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 June 7, 1958 two regular men assigned to the car shop were taken out of the car shop and put to work in the train yard.

At Youngstown we do have an extra board and the men from this Board should have been used.

The Organization feels that Rule 48 (c)-(2) was violated.

This case is identical to Case Y-16 which the Carrier had the Organization withdraw from the National Railroad Adjustment Board and paid the claims.

The Organization requests the Carrier to compensate Extra Car Inspectors Robinette and Zetts four (4) hours each on account of Carrier using regular assigned carmen of the shop instead of the extra car inspectors.

**EMPLOYEES STATEMENT OF FACTS:** This case arose at Youngstown, Ohio and is known as Case Y-107. At this point there is an extra board for car inspectors and also a rule as to how these car inspectors are to be used.

The rule involved in this case is Rule 48 (c)-(2) and it was violated by the carrier.

At this point car repairmen jobs are advertised and so are car inspector jobs advertised and so awarded.

Instead of using extra car inspectors as per agreement the carrier used car repairmen to perform the work that belongs to car inspectors by bid and award.

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have a bargaining agreement effective May 1, 1945 and revised March

carrier's right to direct the working force as limited by the rules, the contention of the employes must be denied."

### THIRD DIVISION:

#### Award 8218:

"It is axiomatic that the Carrier has all management prerogatives not relinquished by Rules Agreements."

### FOURTH DIVISION:

#### Award 1225:

"It is well established that the Board is limited to an interpretation of the terms and conditions of the applicable agreement and that so long as its provisions are clear and explicit we may not vary or modify them by implication. It is also well established that to the extent the contract does not expressly limit or restrict management's rights and prerogatives, it is free to exercise fully the usual and customary managerial functions."

An affirmative award in this case would be in direct contradiction to these rulings of the National Railroad Adjustment Board.

### CONCLUSION:

The carrier's position may be summed up as follows:

1. Car inspectors and car repairmen are both classified as carmen under Rule 25 of the carmen's agreement and are governed by the same rules of the same agreement.

2. In the Youngstown Seniority District car inspectors and car repairmen are combined on one common seniority roster.

3. A previously settled case, relied upon by the organization, is not similar to the instant case and does not support the contention of the organization.

4. The work involved herein is carmen's work and was performed by a carman.

5. Award No. 2174, wherein the claim of the employes was sustained on the basis that separate rosters for repairmen and inspectors were in effect, certainly establishes a precedent for a denial of this claim where repairmen and inspectors are on a single roster and may be used interchangeably.

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

The carrier respectfully submits that the claim is without merit and therefore must 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.

As presented this claim involved the same issue as that in Docket No. 3507 decided by Award No. 3552 except as to the amount claimed.

**AWARD**

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **SECOND DIVISION**

**ATTEST: Harry J. Sassaman**  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1960.