

Award No. 3714
Docket No. 3730
2-P&LE-TWUOA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

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

**THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
AND THE LAKE ERIE AND EASTERN RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

On March 17, 1959 a crew engine 8649 were instructed to go to Coalburg to pick up thirty-four (34) cars and bring them out of Coalburg. In doing so the conductor J. P. Collins with helpers Kettering and Gardner coupled the hose, made a car to car air brake test (terminal test) and made repairs on two (2) cars replacing two broken air hoses. This is in violation of the agreement Rule 25 of the present agreement. Also the train crew have told our people that they are claiming pay for doing car inspector's work. For the reason that Rule 25 of the agreement has been violated and also that the train crew are asking pay for doing car inspectors work, the organization requests that William Tucciarone who was available for this work be compensated eight (8) hours at the punitive rate of pay for March 17, 1959.

EMPLOYEE'S STATEMENT OF FACTS: On March 17, 1959 the train crew did go to Coalburg to pick up thirty-four (34) cars, did test the air (terminal test) and did repair hose on two cars.

This was a yard movement and the work done by trainmen should have been done by car inspectors as per Rule 25.

Car Inspector William Tucciarone was available for this work as this was his rest day.

This case was handled on the property of the carrier and is known as Case Y-125.

The carrier respectfully submits that 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 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 March 17, 1959, a New York Central Extra Yard Crew was instructed to go to Coalburg on the New York Central Railroad to switch, assemble and move 34 shop cars from that yard to McGuffey Street for further movement. Coalburg Yard is not a terminal, but is used as a storage point.

The only instruction given the yard crew, according to the carrier with respect to necessary preparation in assembling these cars was to couple air hoses when necessary, the Employes contend the conductor with two helpers, coupled the hose, made a car to car air brake test, and made repairs on two cars replacing two broken air hoses. There were no car inspectors assigned at Coalburg, and are not sent with yard crews assigned to move cars from this location, which is comprised of surplus coal storage trucks.

A similar dispute on this same carrier was decided by Division 2 — in Award #3340 — We quote with approval from same:

“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.”

So in this case there is a conflict in the evidence, but the work performed was incidental to trainmen duties and 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 22nd day of March 1961.