

Award No. 1372

Docket No. 1278

2-NYC-CM-'50

## NATIONAL RAILROAD ADJUSTMENT BOARD

### SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

#### PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 103, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. (Carmen)

#### THE NEW YORK CENTRAL RAILROAD

**DISPUTE: CLAIM OF EMPLOYES:** 1. That at Toledo, Ohio, the duties of coupling air hose, testing brakes and inspecting cars regularly and daily performed by carmen on the Dorr Street Team Track after their regular hours at Fearing Street were improperly transferred to trainmen by the carrier, effective October 28, 1947.

2. That accordingly the carrier be ordered to additionally compensate Carmen A. L. Meyers, John Stoisoru, J. L. Barnard, L. J. Smith and Edward Leonhardt by equally dividing among them a minimum of one hour for the aforesaid work of 40 minutes or less daily performed by trainmen, retro-active to October 28, 1947.

**EMPLOYEES' STATEMENT OF FACTS:** Carmen A. L. Meyers, John Stoisoru, J. L. Barnard, L. J. Smith and Edward Leonhardt, hereinafter referred to as the claimants, were regularly employed by the carrier at Fearing Street, Toledo, Ohio, with regular assigned hours from 7 A. M. to 3 P. M., seven days per week. However, Fearing Street is a seniority point and embraces several locations, including the Dorr Street Team Track.

In addition to these claimants serving the carrier as inspectors-repairers at Fearing Street, one of them was daily alternately assigned, including Sundays and holidays, to meet up with a switching crew at or shortly after 3 P. M. at the Dorr Street Team Track, to couple air hose, test air brakes and inspect cars switched from various industries on this Dorr Street Team Track, known as a regular daily run from there to the Air Line Junction. This daily assignment, including Sundays and holidays, is confirmed by the copy of letter submitted, dated August 8, 1945, signed by Mr. W. E. Anderson, division general car foreman, identified as Exhibit A. This procedure was in effect immediately prior to October 28, 1947, and the carman assigned to the Dorr Street Team Track ordinarily completed the coupling of air hose, the testing of brakes and inspecting cars on this Air Line Junction run between 3 P. M. and 3:40 P. M., for which service one of the claimants was daily paid a minimum of one hour.

Carmen performed this work on the Dorr Street Team Track outside of their regular assigned hours at Fearing Street, or were paid for doing it from August 8, 1945 to October 28, 1947, consistent with an expressed under-

During the periods when the car inspector was being sent to Dorr Street each day it was necessary to transport him in the foreman's automobile or to let him use his own automobile if he owned one. There is no other means of transportation between the two points.

The arrangement under which the car inspector was sent to Dorr Street Team Track was entirely a temporary and voluntary one on carrier's part and not a collective bargaining requirement, and the foregoing simple facts demonstrate the impractical result, as well as the inefficiency, of losing the services of a car inspector at Fearing Street for a period of approximately two hours each day, where the coupling work that he performed during this period required only a few minutes of actual work.

If the Board accepts this case and makes an award on merits, the award must necessarily be a complete denial of the claim.

**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.

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

The System Federation contends that the work of coupling air hose, testing brakes and inspecting cars at carrier's Dorr Street Team Tracks at Toledo, Ohio, which it says carrier transferred to trainmen as of October 28, 1947, is carmen's work. Coupling air hose, when done in connection with making tests when inspecting and making repairs, if necessary, is carmen's work.

Carrier contends that no inspection or repairs are being made by the switching crew at its Dorr Street Team Tracks at Toledo, Ohio. What is being done, it contends, is the coupling of air hose so as to provide the use of brakes while the switching is being completed by bringing the cars to Air Line Junction. Coupling air hose and making the usual tests for their use incident to switching operations are not in violation of the carmen's agreement.

It is apparent that the parties are in disagreement as to the nature of the services that are being performed by the switching crew at carrier's Dorr Street Team Tracks. However, commencing with August 8, 1945 and continuing until October 27, 1947, except for a period from January 16, 1946 to February 23, 1946, carrier assigned the work to carmen. During the period from January 16, 1946, to February 23, 1946, carrier assigned the work to others. Carmen made a complaint based upon that fact. The parties, by settlement reached on the property by those in authority to settle such claims, decided that the nature of the work then being performed at the Dorr Street Team Tracks was carmen's work. There is no showing that the nature of the work performed has in any manner changed since that time. In view thereof we find the parties have agreed on the property that the nature of the work being performed at the Dorr Street Team Tracks, of which complaint is here made, is carmen's work.

It should be understood that this claim relates solely to the work being done at the Dorr Street Team Tracks and is based on a settlement determining the nature thereof and not because of any supplement to or extension of the scope rule of the parties' agreement.

The claim, as made, is based on a daily performance of this work by trainmen. The record shows that the work could not have been performed

on every day as cars were not always handled. The claim should be sustained but only for the days when cars were actually handled at the Dorr Street Team Tracks.

#### AWARD

Claim sustained but only for the days on which cars were actually handled on the Dorr Street Team Tracks.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 2nd day of February, 1950.