

Award No. 1766  
Docket No. 1667  
2-PRR-URRWA, CIO-'54

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

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

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**PARTIES TO DISPUTE:**

**UNITED RAILROAD WORKERS OF AMERICA, C. I. O.**

**THE PENNSYLVANIA RAILROAD COMPANY  
—Eastern Region—**

**DISPUTE: CLAIM OF EMPLOYEES:** 1. That within the meaning of the Controlling Agreement, the Carrier stands in violation thereof, due to the fact P. K. Noreck was unjustly dealt with on the property of the Carrier at Broad Street Suburban Station, Philadelphia Division, Eastern Region.

2. That, accordingly, the Carrier be ordered to additionally compensate the Claimant at the pro rata Trainman's rate of pay for Trainman's duties performed February 3, 1952.

**EMPLOYEES' STATEMENT OF FACTS:** 1. There is an agreement between the parties to the dispute, dated July 1, 1949 and subsequent amendments, copy of which is on file with the Board and is, by reference hereto, made a part of this statement of facts.

2. At Broad Street Suburban Station, Philadelphia Division, Eastern Region, the Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of car inspectors.

3. Philip Noreck, herinafter referred to as the claimant, is employed by the carrier as a car inspector at this location.

Claimant is a car inspector, Suburban Station, Philadelphia, Pa.

4. On February 3, 1952, Train 365 was made up on 11 Track from a draft of cars completely assembled, and the yard crew was instructed to pull up to the stairway to load passengers. The claimant was on the track level waiting for the train to pull up before making the terminal test of brakes. The yard conductor was in the vestibule of the car at the point of separation to operate the cutting lever to separate the train from the draft. The claimant and yard conductor disagreed as to whose duty it was to cut the hoses and jumpers, and the assistant station master instructed the claimant to do it. Claim is for a day's pay at the yard conductor's rate on the basis that the work performed by the claimant belongs to trainmen.

to the said agreement which constitutes the applicable agreement between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of interpretation or application of agreements concerning rates of pay, rules or working conditions". The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the employe in this case would require the Board to disregard the agreement between the parties and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to the agreement. The Board has no jurisdiction or authority to take any such action.

### CONCLUSION

The carrier has established that the applicable agreement was not violated when the claimant was required to uncouple air hose and disconnect control jumpers, and that he is not entitled to the compensation which he claims.

The carrier respectfully submits, therefore, that your Honorable Board should deny the claim of the employes in this matter.

**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.

Claimant was assigned to a position of car inspector, Broad Street Suburban Station, Philadelphia Division, on February 3, 1952. On that day, No. 365 was made up on Track No. 11 from a draft of cars completely assembled and the yard crew were directed to pull up to the stairway to load passengers. Claimant was on the track level preparing to make terminal brake tests. The yard conductor was in the vestibule of the car ready to operate the cutting lever to separate the train from the draft. Claimant and the yard conductor disagreed as to whose duty it was to uncouple the air hose and disconnect the control jumpers. The assistant station master directed claimant to do it. He did so and now makes claim for a day's pay as a yard conductor on the theory that he performed work belonging exclusively to trainmen.

The "F" Grade provisions of the Graded Work Classification for Carmen in part provides:

"Graded Work Classification	Explanation
(Effective July 1, 1939) Multiple unit electric car inspecting	Multiple unit electric car inspection work; repair work which may be connected therewith or any work assigned when not engaged in inspecting work."

The record indicates that both the carrier and the carmen have recognized for years that a carman could properly be required to uncouple air hose

and disconnect control jumpers on multiple unit cars. No attempt to change the carmen's Graded Work Classification rule has been made. It is urged by the Organization, however, that carmen were relieved of the duties of cutting air hose and pulling jumpers at the time cut-off crews were established at this point to make up and spot trains for loading. The record does not show that the coupling and uncoupling of air hose and jumpers between drafts of cars has been assigned exclusively to trainmen. The "F" Grade provisions of the carmen's rule clearly indicates the right of the carrier to require carmen to couple hose and control jumpers by the use of the words, "or any work assigned when not engaged in inspecting work." We conclude that this record does not show that the work of coupling or uncoupling air hose or connecting or disconnecting control jumpers on cars under the facts of this case accrues exclusively to trainmen or carmen, and that carrier may require the employes of either craft to perform the work without violating the carmen's agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 26th day of May, 1954.