

Award No. 2712
Docket No. 2537
2-P&LE-TWUOA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the award was rendered.

PARTIES TO DISPUTE:

**TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO (Railroad Division)**

PITTSBURGH & LAKE ERIE RAILROAD COMPANY

LAKE ERIE & EASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That under the existing contract the Carrier does not have the right to require Car Inspectors to water Diesel Engines as this has never been a part of their assignment.

That since the Carrier did assign this work to the Car Inspectors that the Car Inspectors be compensated eight (8) hours pay each day required to do this work, which is not their work.

The following car Inspectors involved:

Mr. L. J. Owens—Nov. 22, 23, 26, 27, 28, 29 and 30, 1955.

Mr. V. J. Cook—Nov. 24 and 25, 1955.

Mr. L. J. Owens—Dec. 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20 and 21, 1955.

Mr. V. J. Cook—Dec. 24, 25, 26, 27 and 28, 1955.

Mr. J. J. Bacha—Nov. 30, Dec. 1, 4, 5, 6, 7, 8, 9, 10 and 11, 1955.

Mr. L. J. Owens—Jan. 1, 2, 3, 4, 7, 8, 9, 10 and 11, 1956.

Mr. W. Booth—Feb. 9 and 10, 1956.

Mr. J. Sotkovsky—March 17 and May 5, 1956.

That in the instance where employes were required to do this work on holidays, punitive rate of pay be paid the employes.

That the Carrier be made to discontinue the practice of making the Car Inspectors perform the work of watering Diesel Engines.

EMPLOYES' STATEMENT OF FACTS: That the employes mentioned in the above claims are car inspectors in the employe of the carrier.

That nowhere in the contract does it specify that the watering of diesel engines is a part of the car inspectors duties.

That the carrier did assign the work of watering diesel engines to car inspectors at Youngstown, Ohio, about November 22, 1955.

That prior to November 22, 1955 car inspectors never watered diesels at Youngstown, Ohio.

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have the bargaining agreement with the Pittsburgh & Lake Erie Railroad Company and the Lake Erie & Eastern Railroad Company, effective May 1, 1948 and revised March 1, 1955, covering Carmen, their Helpers and Apprentices, (Car & Locomotive Departments), copy of which is on file with the Board and is by reference hereto made a part of the statement of facts.

POSITION OF EMPLOYES: It is respectfully submitted that the work of watering diesel engines does not belong to car inspectors and should not be assigned to them.

Rule 27 of the agreement that was in effect at the time of this claim reads as follows:

RULE 27

CLASSIFICATION OF WORK

"Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight-train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work in the shop and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars, applying patented metal roofing, operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting with brushes, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painter's work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers, oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

It is understood that present practice in the performance of work between the carmen and boilermakers will continue."

laborers subject to another agreement, and not within the confines of their craft.

"Carrier there also relied on the above quoted paragraph of Regulation 4-J-1 and this Division, without referee, held there was no violation. We think that award is controlling here."

CONCLUSION

The carrier has established that the work here in question has been recognized by the employes as work which can properly be performed by employes under the scope of the carmen's agreement without violating the agreement. Therefore, it was entirely proper and permissible under Rule 8 of the carmen's agreement to have the work performed by the claimant car inspectors. The carrier respectfully submits the claims are without merit and should be denied by your Honorable Board.

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 claimants state that they were required by the carrier to water diesel engines at the Youngstown Ohio Passenger Station; that the work was never done by car inspectors at this point before November 2, 1955; that the watering of diesel engines is not part of the car inspector's duties and that Rule 27 of the effective agreement had been violated; that this work belongs to laborers.

The carrier states that at the Pittsburgh Passenger Station since April of 1954, coach cleaners who come under the controlling agreement under which these claimants work, performed this work of supplying water to steam heat generators of diesel passenger locomotives. The carrier states that at the Youngstown Station car inspectors are the only craft or classification of mechanical department employes who have been employed at or near this passenger station. The carrier states that under Rule 8 of the effective agreement it is permitted to use car inspectors to perform the lower classification work of coach cleaners if they pay the car inspectors their own rate.

There was no evidence submitted by the employes in support of their claim that the work involved is that of laborers. However, the carrier has shown that at the Pittsburgh Station the work involved in this claim is performed by coach cleaners who come under the controlling agreement under which these claimants work.

From the evidence submitted, this Board can find no violation of the effective agreement. Therefore, this claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1957.