Award No. 2713
Docket No. 2538
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, CIO (Railroad Division)

PITTSBURGH & LAKE ERIE RAILROAD COMPANY

LAKE ERIE & EASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: At Youngstown, Ohio Passenger Station, the Carrier now insists that Car Inspectors prepare the hose for watering Diesel Engines. From November 22, 1955 the Carrier insisted that the Car Inspectors water the Diesel Engines but now have changed the practice to only preparing the hose, since January 1, 1956.

That since the Carrier assigned this work to Car Inspectors and this is not their work that the Car Inspectors be compensated for being required to do this work.

This practice was put into effect January 1, 1956.

That the following Car Inspectors who were assigned to this work be compensated eight (8) hours at the pro-rata rate and if required to do this work on a holiday be paid the punitive rate of pay:

Mr. L. J. Owens—Feb. 11, 12, 13, 14 and 15, 1956.

Mr. L. J. Owens—Jan. 1, Feb. 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, March 10, 12, 13 and 14, 1956.

Mr. W. E. Booth—Feb. 16, 17, 23, and 24, 1956.

Mr. J. W. Stupka—March 1 and 2, 1956.

Mr. L. J. Owens—March 3, 4, 5, 6, 7, 18, 19, 20 and 21, 1956.

Mr. L. J. Owens—March 24, 25, 26, 27, 28, 31, April 1, 2, 3, 4, 5, 6, 7, 10 and 11, 1956.

Mr. J. W. Stupka—April 4, 7 and 8, 1956.

Mr. J. Stokovsky—March 23, April 8 and 9, 1956.

Mr. J. Stupka—April 9, 10, 11 and 12, 1956.

EMPLOYES' STATEMENT OF FACTS: That the above men are employes of the carrier and they held positions of car inspectors.

That nowhere in the agreement does it state that the carrier has the right to assign the work of preparing the hose for watering diesels of car inspectors.

That starting November 22, 1956 the carrier had required the car inspectors to water the diesel engine but on January 1, 1956, changed this practice to only preparing the hose.

That the above mentioned employes did perform the work as required by the carrier.

That the Railroad Division, Transport Workers Union of America, AFL-CIO, does have a bargaining agreement with the Pittsburgh & Lake Erie Railroad Company and the Lake Erie & Eastern Railroad Company, effective May 1, 1948 and revised March 1, 1956, covering carmen, their helpers and apprentices, car and 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 preparing the hose for watering diesel engines does not belong to car inspectors, therefore should not be assigned to them.

Rule 27 of the agreement then in effect states what work is considered as car inspector or car repairmen's work and the preparing of hose is not stated in this classification. This work should not have been assigned to them.

Rule 27 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, pattern and flask making, and all other carpenter work in the shop and yards, except work generally recognized as bridge 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 painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in

'An employe required to fill temporarily the place of another employe receiving a lower rate, shall not have his own rate changed.'

"That such temporary employment may be required as part of an assigned tour of duty is evident from Regulation 4-J-2 of the Agreement.

"Award 1749 involved claim of assigned carmen under the identical agreement, who claimed additional compensation by reason of having been required to unload part of a carload of soda ash and other material, which, it was asserted, was work of assigned 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.

For the reasons advanced in the findings of Docket No. 2537, Award No. 2712, we find that this claim should 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.