

**Award No. 3279**  
**Docket No. 2868**  
**2-P&LE-TWUOA-'59**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.**

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**PARTIES TO DISPUTE:**

**TRANSPORT WORKERS UNION OF AMERICA  
RAILROAD DIVISION**

**PITTSBURGH AND LAKE ERIE RAILROAD COMPANY**

**LAKE ERIE AND EASTERN RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

A tractor was sent from the Car Department to unload wheels in the Locomotive Department and no hook-on was sent with the tractor operator. A Locomotive Department employe was used to do this work. The regular hook-on for this tractor is Mr. J. Cencic.

Since Mr. Cencic was not sent with the tractor and a Locomotive Shop employe was used as a hook-on, the Organization is asking that Mr. Cencic be compensated six and one-half (6½) hours at the pro rata rate for work performed by the Locomotive Department employe.

**EMPLOYEES' STATEMENT OF FACTS:** That at McKees Rocks, Pa., certain tractor jobs are advertised for operator and hook-on. Employees' Exhibit No. 1. This has been in effect since these certain type of tractors have been used by the carrier. This practice has never been questioned by the organization. That wherever this tractor worked the hook-on worked also.

In this instant claim the tractor and the operator were sent to work in the locomotive department to unload wheels but the hook-on was not sent with the tractor. An employe of the locomotive department was used to perform the work of the hook-on.

J. Cencic, regular hook-on was available for this work and it was the tractor that he bid on and worked with and he should have been used instead of the locomotive department employe.

on the part of the employees, through an award from this Board, to obtain a new rule which they do not now have.

This Division, as well as the other Divisions of the National Railroad Adjustment Board, has repeatedly held that it is without authority to revise, change, modify, rewrite or expand agreements. For just a few of the awards representative of this holding, see Awards Nos. 1122, 1130, 1164, 1181, 1386 and 1486.

### CONCLUSION

The carrier has conclusively shown that the work for which claim is made was work which the claimant had no contractual right to perform. Further, the employees have failed to cite any rule in the agreement which was violated.

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 employees 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.

To meet an emergency at McKees Rocks, Pa., the car department tractor crane and its operator were temporarily used in the locomotive department to load wheels. Claimant customarily worked in the car department as a hook-on with the tractor crane. He was not used in connection with this temporary operation of the tractor crane in the locomotive department but the hook-on work was performed by an employe of that department who normally does hook-on work involved in loading wheels. There is sharp dispute with respect to the question of past practice on which the instant claim is based. The organization represents that there has been a practice on this property which recognizes a hook-on as an established position for every operation performed by a car department tractor crane and that the tractor operator and hook-on are commonly recognized as a team. No rule is cited in support of the instant claim but reference is made to Bulletin 375 dated April 12, 1955, inviting applications to fill the positions of One Tractor Operator and One Tractor-Hook-on (Roustabout) which it is said lends support to the claimant's position.

The carrier denies that there is any rule or practice which recognizes a "hook-on" as an established position for every operation performed by a tractor crane and denies that there is any rule or practice by which a tractor operator and a "hook-on" are recognized as a team to be used as a unit. It appears that during the time the tractor crane in question was working in the Locomotive Department, claimant was assigned other carman helper's work in the car shop which he was customarily assigned to perform when the tractor crane was not in use in the car department.

We are unable to find satisfactory support in this docket for the claim of past practice and are therefore of the opinion that the instant claim lacks merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of June 1959.