

Award No. 3614
Docket No. 3475
2-P&LE-TWUOA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**RAILROAD DIVISION, TRANSPORT WORKERS
UNION OF AMERICA, AFL-CIO**

**THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY
AND THE LAKE ERIE & EASTERN RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYES: On March 28, 1958, Conductor Jennings and his crew working Engine No. 8654 brought seven (7) cars from Sharon Steel Hoop to number 3 lead at the Interchange. This happened at 1:50 P. M.

One of the cars PRR gondola, had a broken hose and the crew changed this hose. This work belongs to car inspectors and when the crew changed the hose this was a violation of Rule 25 of the present agreement.

Also a car inspector has always accompanied the crew when they went to Sharon Steel Hoop to get any cars. Now car inspectors have been cut off. Car Inspectors always coupled hoses, tested air and made repairs needed when this trip was made by the crew.

Since the car inspector was not used the Organization feels that Rule 48 (c) paragraphs 1 and 2 were violated and for this reason request that F. Tomasino, extra car inspector, be compensated eight (8) hours for March 28, 1958.

EMPLOYES' STATEMENT OF FACTS: This case arose at Youngstown, Ohio and is known as Case Y-97.

Trainmen did repair the hose on PRR gondola and this has been admitted by the carrier.

Extra Car Inspector F. Tomasino was available for the work that was done by the trainmen.

That Rule 25 and Rule 48 (c) paragraphs 1 and 2 were violated by the carrier.

That the repairing of the hose is car inspectors work.

3. Had it been necessary to have had the alleged work done by carmen, there were carmen on duty and available to do it, not claimant;
4. Claimant did not stand first out on the extra list.
5. The organization has failed to support the claim with sufficient proof, and
6. Awards of the National Railroad Adjustment Board support the carrier.

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.

Parties to said dispute were given due notice of hearing thereon.

While handling a draft of cars from Sharon Steel Hoop Company to the Interchange Yard at Youngstown it became necessary to replace a burst air hose and it was replaced by the yard crew handling the draft of cars. Claim for eight hours is made in behalf of an extra car inspector because not used.

Although it may have been customarily done carrier was not required to have a car inspector accompany the crew on such trips for very infrequent service. The right to replace fractured air hose is not specifically spelled out in the carmen's agreement. It is in the nature of repair work but not strictly such. Although it is regarded as generally belonging to carmen yet when necessity therefor develops en route where carmen are not located, replacement may be made by trainmen as incidental to the movement of their train. This should apply to yard crews as well as to road crews.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 9th day of December 1960.

DISSENT OF LABOR MEMBERS TO AWARD NO. 3614

The majority conclusion in Award 3614 is erroneous and is based on ill-advised assumptions that accept expediency as controlling rather than the terms of the controlling agreement and customary practice on this railroad.

Carmen's work was performed within yard limits by other than carmen despite the fact that carmen were available and contrary to customary practice

as recognized in the award reading in pertinent part as follows: "Although it may have been customarily done carrier was not required to have a car inspector accompany the crew on such trips . . ."

The majority has substituted expediency for well defined agreement in this award. We dissent.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink