

Award No. 4120
Docket No. 3969
2-P&LE-TWUOA-'63

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**RAILROAD DIVISION, TRANSPORT WORKERS UNION
OF AMERICA, A. F. of L. — C. I. O.**

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

DISPUTE: CLAIM OF EMPLOYEES: On April 28, 29, 30, 1960 the company used extra car inspectors from the extra board list to work in the shop. This is a violation of the agreement as we have no extra board for car repairmen only car inspectors. The following carmen who hold regular car repairmen jobs by bid were off on the above mentioned days: J. Mariotte - April 28, 1960; J. A. Kearns - April 29, 1960 and J. Hivzdak - April 30, 1960 and should have been used instead of the extra car inspectors off the extra board list. Since the carrier did use the extra car inspectors off the extra board list instead of the car repairmen, who hold jobs in the car shop by bid and award, the organization requests that the three car repairmen mentioned above be paid eight (8) hours each at the time and one-half rate of pay for the day they were off and extra car inspectors were used.

EMPLOYEES' STATEMENT OF FACTS: This case arose at Youngstown, Ohio and is known as Case Y-137.

That although there is one common roster for carmen and car inspectors at this point the jobs are advertised separately and so awarded. That the men who bid shop jobs are awarded the shop jobs and those who bid yard jobs are awarded the yard jobs.

That Carmen Mariotte, Kearns and Hivzdak were available for the work that was performed by the extra car inspectors from the extra board list.

That the organization does have an agreement with the carrier as to an extra board for car inspectors but not car repairmen at Youngstown, Ohio.

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have a bargaining agreement, effective May 1, 1948 and revised March 1, 1956 with the Pittsburgh & Lake Erie Railroad Company and the Lake

1. Car inspectors and car repairmen are both classified as carmen and are governed by the same rules of the same agreement.
2. In the Youngstown Seniority District, car inspectors and car repairmen are combined on one common seniority roster.
3. The work involved herein is carmen's work and was performed by a carman.
4. The carmen's organization recognizes the practice of using carmen from the extra list on so-called "shop hold-downs."
5. Awards of the Four Divisions of the National Railroad Adjustment Board support carrier's position.

The carrier respectfully submits that the claim is without merit and therefore must 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 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.

Car repairmen's and car inspectors' jobs are separately advertised and awarded, the latter being higher rated and requiring the special qualifications prescribed by Rule 34 (a); but by special agreement of February 8, 1934, expressly continued in effect to date by paragraph 6 of Addenda to the Agreement, car repairmen and car inspectors in the Youngstown-Struthers Seniority District are combined as carmen in a common seniority list, with the proviso that carmen bidding for car inspectors' positions must have the qualifications required by Rule 45 of the existing agreement, which were substantially the same as those prescribed by present Rule 34 (a). No other qualification or limitation is imposed on the rights of employes on the carmen roster to fill positions or perform work of the carmen's craft.

Rule 48(c)(1) provides that extra employes are to be used when regular or regular relief employes are off duty for any purpose, and in accordance therewith extra car inspectors were used to fill the vacancy on three successive days resulting from the illness of a regularly assigned car repairman in the shop.

The Employes' position is that Rule 48(c)(1) does not apply to car repairmen's shop jobs and that the claimants, three regularly assigned car repairmen, should instead have been used on their rest days. There is no such limitation to the rule, and the Agreement gives no support to the claim. If the carrier had used the claimants for this work it would have violated the clear intent of Rule 48(c)(1) and of the special agreement of February 8, 1934.

Awards 3552 and 3553, which are cited in support of this claim, have no application. They were cases in which two regularly assigned carmen after

reporting for duty were taken from their shop assignments and used for a time as inspectors before returning to their shop jobs for the balance of the shift. It was held that since the jobs were separately advertised and awarded they could not be combined in one shift, since "to hold that they may be used interchangeably would nullify the seniority right to bid on the type of work preferred." No such question is presented here.

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 February, 1963.