

PUBLIC LAW BOARD NO. 3572

PARTIES) NORFOLK AND WESTERN RAILWAY COMPANY  
TO )  
DISPUTE) UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM: Claim listed in favor of P-D District Conductor R. E. White, September 22, 1985, for 100 mile day, account conductors on Third District pool freight runs required to perform road brakeman's duties at Princeton and Whitethorne when both brakemen are required to work headend of run. Instructed by Assistant Superintendent Notice that both brakemen ride headend from Clarks Gap. This is the only claim that will be filed for this violation. Other claims will be filed as subsequent claims to RCE-85-70.

FINDINGS: This Public Law Board No. 3572 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimant conductor was assigned to an Elmore to Roanoke run. The assignment is one hundred thirty-four miles and because of the terrain, needed the assistance of pusher engines at Princeton, West Virginia.

The handling of pusher engines on the P & D District has always been brakeman's work assigned to the rearend brakeman. The Union alleges instructing brakemen on their duties has historically been the conductor's responsibility, but in September of 1985, Superintendent Fox instructed all rear brakemen in the Elmore to Roanoke service to ride on the headend of the train. This resulted in the conductor being on the caboose by himself and having to assume all of the duties of the rear brakeman as well as the duties of conductor. Therefore, when the train arrives at Princeton, West Virginia, where the pusher engines are discontinued on the assignment, the conductor is required to perform the work which has been done by brakemen for over fifty years on the property.

The Organization concedes that since the crew consist agreement, it has become necessary for the conductor to assume some brakeman duties on a one brakeman assignment, but points up that the crew consist agreement provides additional compensation to a brakeman and conductor for assuming the additional duties of the missing brakeman.

The Organization points up that the conductor in this case is not receiving extra compensation for performing some of the brakeman duties in addition to the conductor's duties.

The Carrier concedes that when the train reached Princeton, the Pocahontas Division pusher was cut out and that the conductor performed the work involved with cutting the pusher off. That work consists of holding up the cut lever and turning angle cocks. Also when the train reached Whitethorne, it became necessary to cut in the Radford Division pusher. The pusher came west out of the siding behind the train and was coupled up by the conductor who performed the work necessary for coupling.

The Carrier alleges that the N&W conductors on the trains moving east from Bluefield, West Virginia, to Roanoke through Whitethorne have been uncoupling the pusher engine at Whitethorne with the two brakemen on the front end for the past twelve years.

The Carrier points up that the Union has cited no rule in support of the claim. Further, the Carrier points up that the work complained of, i.e., coupling air between the pusher engine and his own train, is not exclusively that of a brakeman. The Carrier cited First Division Award 17219, which was an award claiming that a conductor performed work assigned exclusively to trainmen.

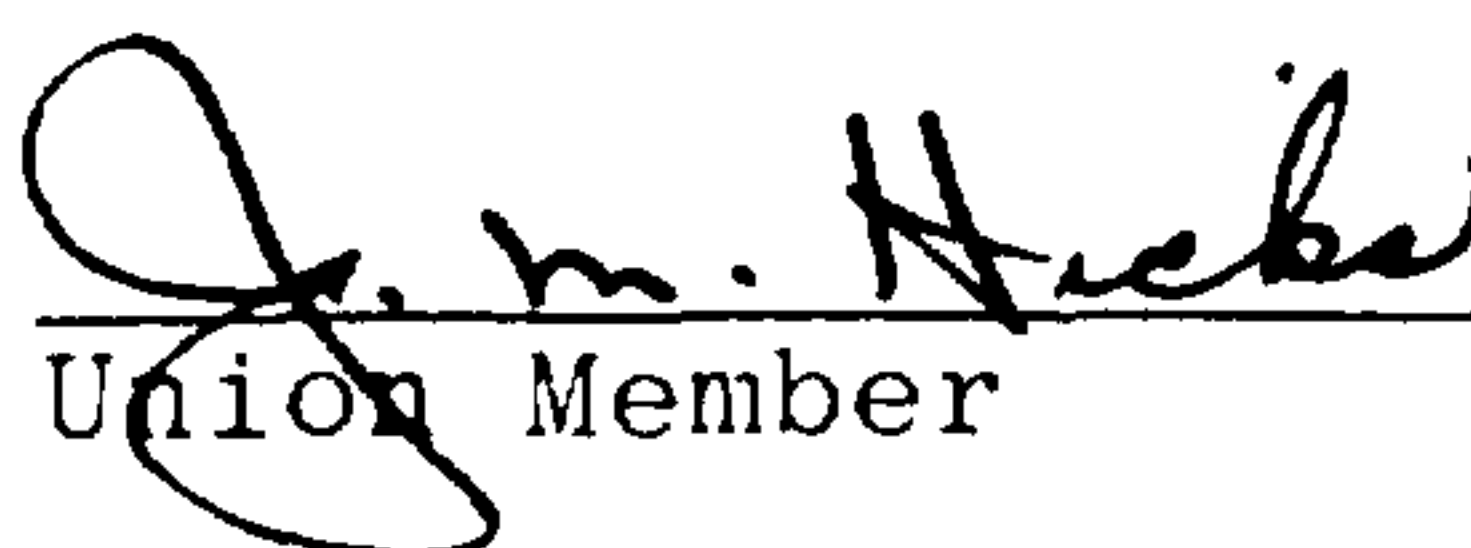
The Carrier cited several other awards in support of their position.

In order for the Union to persevere in this case, it must be established that the work performed by the conductor is exclusively the work of a brakeman. That is not alleged, and there is no rule support for the claim.

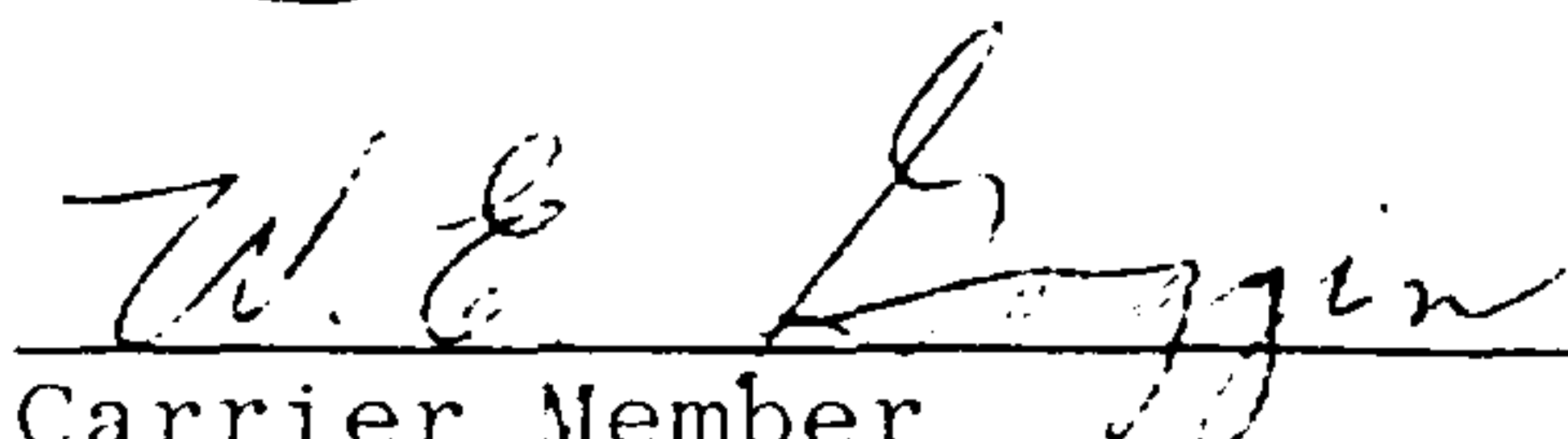
AWARD: Claim denied.



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Preston J. Moore, Chairman



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Union Member



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Carrier Member

March 19, 1937