

**Award No. 526**

**Docket No. 497**

**2-P&LE-FT-'41**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee William E. Helander when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 103, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

**THE PITTSBURGH AND LAKE ERIE RAILROAD**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That the requiring of employees to obtain time stamped cards prior to starting time, also requiring them to have card stamped at lunch period (except at points where lunch period was paid for) and the returning of time card after regular quitting time, was in violation of Rules 60 and 183 of the agreement between the Pittsburgh and Lake Erie Railroad and System Federation No. 103, inasmuch as the payment of one minute for each hour actually worked during the week was not allowed.

2. That this dispute covers employees employed during the period, February 1, 1933, to May 16, 1937, at McKees Rocks Locomotive Shop, McKees Rocks Enginehouse and East Youngstown Enginehouse.

**EMPLOYES' STATEMENT OF FACTS:** March 1, 1926, an agreement between the Pittsburgh & Lake Erie Railroad Company and System Federation No. 103, covering machinists, boilermakers, blacksmiths, sheet metal workers, their helpers and apprentices, became effective.

Rule No. 60 of the Agreement reads:

"At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out and making out service cards on their own time."

The date this rule became effective, March 1, 1926, the employees were required to check in and out by punching a time clock. This procedure was followed until February 1, 1933. All employees coming under the agreement were paid during this period the "one minute for each hour actually worked during the week."

Under date of January 26, 1933 a notice was posted by the management discontinuing the checking in and out by punching the time clocks, and discontinued the payment of one minute for each hour worked as provided for in Rule No. 60, to be effective February 1, 1933.

We quote the following notice of January 26, 1933.

(4) For a period of thirty (30) months, no protest of change in procedure was made by employes until July 22, 1935, when the local committee made a **verbal protest** to the shop superintendent;

(5) The next protest was made nearly two (2) years later by System Federation No. 103 in letter to general manager dated March 19, 1937, following which conference was held on April 20, 1937;

(6) That immediately after conference on April 20, 1937, the management made investigation of procedure at other shops, and accordingly changed the method of registering in and out, as requested by committee, same becoming effective May 16, 1937;

(7) That at the conferences with the committee on April 20, 1937, and prior thereto, **no claim for time was made** and the management understood that a change in method of registering in and out would dispose of the complaint;

(8) Committee did not, until September 26, 1939, state period covered by alleged claim.

(9) That Rule 35 was not, at any time, complied with by employes; and

(10) **That no request for time allowance was made until March 23, 1938,** or five (5) years after time clocks were discontinued, and nearly a year after method had again been changed by request of committee on March 19, 1937.

#### CONCLUSION

Therefore, the carrier submits that the employes are presenting an untenable claim, and your Honorable Board is respectfully requested to dismiss this case.

**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.

Rule 35 provides: "Should any employe believe he has been unjustly dealt with or the provisions of this agreement have been violated, he shall have the right to take the matter up with his foreman in person or through representatives of his own choice, within seven (7) days. If unable to arrive at a satisfactory settlement with the foreman, the case may be taken to the highest local officials in the proper order, preferably in writing. \* \* \*"

The employes having failed to protect their rights under Rule 35 of the agreement, by not presenting their claim within the prescribed period, prevents this Division from going into the merits of this claim.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 7th day of January, 1941.