

Award No. 3785
Docket No. 3603
2-P&LE-TWUOA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

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

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

DISPUTE: CLAIM OF EMPLOYEES: On July 2, 1958, W. Brandt was used to do upholstering work at K.S. Shop.

H. Osman is an older employee and furloughed while W. Brandt, a younger employee, was used to do this work.

H. Osman should have been the employee used to do the upholstering work.

Since this was not done but a junior employee used, the Organization requests that H. Osman, furloughed upholsterer, be compensated eight (8) hours for July 2, 1958.

EMPLOYEES' STATEMENT OF FACTS: This case arose at McKees Rocks, Pa., and is known as Case M-212.

H. Osman is an upholsterer and was on the furloughed list while W. Brandt, a junior employee, was used to do upholstering work.

That when W. Brandt was used to do upholstering it meant a restoration of forces in the upholstering department and that H. Osman should have been recalled before W. Brandt was used, otherwise Rule 40, paragraph (c) was being violated.

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 Erie & Eastern Railroad Company, covering carmen, their helpers and apprentices, (Car & Locomotive Departments), copy of which is on file with the Board and is by reference hereto made a part of these statement of facts.

POSITION OF EMPLOYEES: That on July 2, 1958 when the carrier used W. Brandt, a junior employee, to do upholstering it meant an increase in force

cannot justify a claim in behalf of another carman account not being used to perform the work, and it respectfully requests that this claim be denied.

CONCLUSION:

Carrier has shown that the work complained of consisted of three hours and same was performed by a carman, Brandt, who was diverted from another carman's assignment.

Carrier further submits no violation of the agreement occurred and the assigning of Mr. Brandt to the task of producing red flags was because of the severe shortage of these items.

The claim of the employees is without merit and it is respectfully requested that same 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.

The upholstering shop and air brake room were in the same seniority district and no rule is shown to prevent use of Carman Brandt in the upholstering shop when desired. That was not a restoration of forces. On the following day when it was determined to use an additional man claimant was recalled from furlough to do the work. No rule violation is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1961.