

Award No. 4144
Docket No. 4151
2-P&LE-TWUOA-'63

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when the award was rendered.

PARTIES TO DISPUTE:

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

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

DISPUTE: CLAIM OF EMPLOYES: On Tuesday, December 6, 1960, P&LE train No. 277 was built up and placed on No. 3 track in the train shed. It consisted of the following cars from the head end, one express, two pullman and two coaches. Car Inspectors Spanik and Hannigan tested the train with the road engine and after the test was completed they notified conductor and engineer that train was OK. At about 9:40 P.M. the Station Master informed the two car inspectors mentioned above that the rear car P&LE No. 418 would not go on the train and that it had to be cut off. Inspector Spanik cut the steam, air and signal hoses on the west end of the P&LE car No. 418 and Inspector Hannigan went to the head end of the train and when he received back up sign from Inspector Spanik on rear end, he informed engineer to back up and after the slack was taken, Inspector Spanik pulled cutting lever on the P&LE No. 418 and after it was cut gave ahead sign to Inspector Hannigan who told engineer to go ahead and then cut off sign was relayed from rear end to head end and train was ready to move. We feel that the work mentioned above is in no way car inspectors work and that car inspectors Spanik and Hannigan each should be paid eight (8) hours at pro rata rate of pay for December 6, 1960.

EMPLOYES' STATEMENT OF FACTS: This case arose at Pittsburgh Station, Pittsburgh, Pa., and is known as Case PS-54.

The employees mentioned above in this case are car inspectors yet were required to perform the work of the trainmen's craft.

Nowhere in the agreement is there a rule that requires the car inspectors to perform the work that they were ordered to do by the station master.

That a similar case was handled with the carrier's top official and the carrier paid the 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.

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

The Claimants, Car Inspectors T. J. Hannigan and C. F. Spanik worked from 4:00 P. M. to 12:00 Midnight at the Carrier's Pittsburgh Passenger Station, Pittsburgh, Pennsylvania.

On December 6, 1960, train No. 277 — consisting of one express, two pullman and two coaches — was tested with a road engine and then the Claimants notified the Conductor and Engineer that the train had been tested and was ready for travel. Around 9:40 P. M., on that date, the Station Master instructed the Claimants to cut off the rear car — number 418 — from Train No. 277. Inspector Spanik cut the steam, air and signal on the west end of Car No. 418, while Inspector Hannigan went to the head of the Train and upon receiving Spanik's signal, he (Hannigan) instructed the Engineer to back up. When the slack was taken, Spanik cut Car No. 418 from the Train and then gave Hannigan a go-ahead signal.

The Organization contends that the work above mentioned is not car inspector's work and, accordingly, the Claimants should be paid eight hours pro rata pay for December 6, 1960.

The Organization considers this claim as a continuing one and presents other dates on which alleged violations occurred.

It is to be noted that the Claimants received the assignment to cut off Car No. 418 at 9:40 P. M. — and the train's scheduled departure time was 9:45 P. M. Accordingly, the Claimants' work efforts covered a period of five minutes or less but yet the Claimants are seeking eight hours' additional pay for five minutes work. The logic or justice of such a claim escapes the comprehension of this Board — especially when the following facts are considered:

1. That the Trainmen have not complained that the work performed by the Claimants is reserved solely to their craft;
2. That the Claimants were fully paid for the work they performed and that the additional work was incidental to their regular duties and to the movement of a train;
3. That the work in question was necessary for the completion of Claimants' assignment;
4. That no rule of the controlling Agreement supports the Claimants' petition for penalty pay;
5. That no rule of the controlling Agreement prohibits car inspectors from cutting off cars from passenger trains.

It is the Board's determination that this claim is without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February, 1963.