

Award No. 1871
Docket No. 1752
2-P&LE-URRWA, CIO-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

THE UNITED RAILROAD WORKERS OF AMERICA, C. I. O.
THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
AND
THE LAKE ERIE AND EASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That Mr. Zaglauer and Mr. J. Linner be paid eight (8) hours, each, for being required to make out an injury report on a car that came of another railroad and had never touched Pittsburgh and Lake Erie property. It was not an interchange job.

EMPLOYEES' STATEMENT OF FACTS: A defective railroad car was taken out of Scully Yard (property of Pennsylvania Railroad) and brought on the Pittsburgh, Chartiers and Youghioghenny Railway, placed at a plant to be loaded for shipment. That after the car was loaded a brakeman was injured when the car was being shipped out. That this car was never on the property of the Pittsburgh and Lake Erie Railroad Company. That for this reason it could not be considered as an interchange job. That Mr. Zaglauer and Mr. J. Linner were ordered by the carrier to go on Pittsburgh, Chartiers and Youghioghenny property to make out the injury report.

POSITION OF EMPLOYEES: That the work of making out the injury report should not have been done by Mr. Zaglauer and Mr. J. Linner as the car in question had never been on Pittsburgh & Lake Erie property and was not an interchange job.

This claim was appealed to Mr. H. D. Hewlett, master mechanic-car, under date of March 16, 1954.

Same being denied by him in his letter of April 5, 1954.

His denial was appealed to Mr. R. E. Black, director of personnel, under date of April 21, 1954.

Same being denied by him in his letter of June 30, 1954.

In accordance with Rule 49 of the controlling agreement, Mr. R. E. Black was notified under date of July 8, 1954, that his decision was not acceptable.

The purpose of this submission is to establish whether the carrier has the right to force its employes to do work on another railroad. The organization feels that it is wrong to do so.

4. There was no violation of any rule of the agreement and the employes are bound by their acquiescence to the long established and recognized practice of having such work performed by P. & L. E. car inspectors.

It is therefore respectfully submitted that the claim is without merit and should 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.

The parties to said dispute were given due notice of hearing thereon.

The evidence in this record does not warrant an affirmative award. This finding and award shall not be used as a precedent.

AWARD

Claim denied per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of January, 1955.