

Award No. 3208  
Docket No. 2977  
2-P&LE-TWUOA-'59

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when award was rendered.**

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**PARTIES TO DISPUTE:**

**TRANSPORT WORKERS UNION OF AMERICA  
RAILROAD DIVISION**

**PITTSBURGH AND LAKE ERIE RAILROAD COMPANY**

**LAKE ERIE AND EASTERN RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:**

A.—Time claim for Mr. F. Hudak for eight (8) hours for July 13, 1956 due to fact that he was moved from his assignment at the East Yard and sent to Hillsdale to work. Rule 39(c) of our agreement was violated.

B.—Time claim for Mr. J. Petrella for eight (8) hours for July 13, 1956 due to the fact that he was on the extra board available for call and should have been called for the Hillsdale job instead of Mr. Hudak. In this claim Rule 1 (1) was violated.

In these violations the Organization feels first, that according to Rule 39(c), the Carrier should not have moved a car inspector from his assignment to another point and second, the extra car inspector should have been called out to do the work at the point where the first inspector was sent.

**EMPLOYES' STATEMENT OF FACTS:** That the carrier does advertise jobs showing the location, rest days, rate of pay and hours of service. That the jobs do not specify locations. Employes' Exhibit No. 1.

That the carrier now is moving employes from one location to another to perform work.

That extra men were available to perform the work that regular assigned employes were moved to do.

**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.

This claim is defended by the carrier first, on the ground that Time Limit on Claims Rule 38 forbids our consideration of the matter.

From the record it appears that Case Y-53 was submitted 9/25/56, was denied by the master mechanic 11/21/56, and was appealed 12/14/56 by the employes in a letter to the director of personnel wherein reference was made to additional claims arising in October 1956.

On February 11, 1957, the director of personnel after reciting the basis of the enlarged claim stated "I cannot agree that there is any rule \* \* \* violated in \* \* \* (a) or (b) claims therefore the claims are denied". Later in the same letter he stated "In the claims discussed this morning \* \* \* it was understood \* \* \* you would attempt to determine additional information concerning these particular claims \* \* \* as follows \* \* \* It was understood you would advise me further and if \* \* \* advisable we would set up another conference to further discuss these particular claims."

The question before the Division is whether or not this was a decision by the highest designated officer as contemplated by Rule 38(e) (4). Before expressing a conclusion we take note of the fact that on July 5, 1957, the same officer wrote to the employes "The denial of all claims in Case No. Y-53 as contained in my decision letter of February 11, 1957 is hereby reaffirmed."

In the light of these facts we observe that grouping claims, and enlarging the original claim while in progress, while it may be expeditious, has the effect of mingling and to some extent obscuring the details of any particular case.

In this instance, case Y-53 was not entirely denied on February 11, 1957. Part was held open and part was denied. The complete denial of case Y-53 was announced on July 5, 1957.

In order to reach the merits and to achieve an understanding between the parties on the substance of this dispute, we elect to treat Case Y-53 as an entirety which was fully and finally denied July 5 and hold that the time limit on claims rule shall not be applied here.

As to the merits of the claim we agree with the reasoning and conclusion of Award No. 3144 between the same parties testing the same rule under similar circumstances.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1959.