

Award No. 3612
Docket No. 3430
2-P&LE-TWUOA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**RAILROAD DIVISION, TRANSPORT WORKERS
UNION OF AMERICA, AFL-CIO**

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

DISPUTE: CLAIM OF EMPLOYEES: On March 24, 1958, D. T. Ripple, Car Inspector was taken from West Receiving Yard to Struthers to perform work at Struthers, Ohio.

This is a violation of Rule 48, paragraph (c) (2) because if work appeared at Struthers that the Carrier did not contemplate, an extra board man should have been used.

Since this was not done the Organization requests that Mr. T. Hanlon, extra car inspector be compensated eight (8) hours for March 24, 1958.

This same thing happened on March 25, 1958. The organization requests that Mr. J. Stupka, extra car inspector, be compensated eight (8) hours for March 25, 1958.

EMPLOYEES' STATEMENT OF FACTS: This case is from Youngstown, Ohio and is known as Case Y-94.

Car Inspectors T. Hanlon and J. Stupka are extra car inspectors and were available for the work done by regular car inspector D. T. Ripple.

Mr. D. T. Ripple, car inspector, held a regular job at the West Receiving Yard and when work appeared at Struthers, Ohio the extra employes should have been used instead of D. T. Ripple.

The Organization does have a rule, Rule 48, "EXTRA BOARDS" with the Carrier and the Carrier has violated this rule when the Carrier used a regular employe from the West Receiving Yard to perform extra work that appeared at Struthers, Ohio that had not been contemplated by the Carrier.

That the Railroad Division, Transport Workers Union of America, AFL-CIO, does have a bargaining agreement, effective May 1, 1948 and revised

The carrier submits that this claim is devoid of merit and requests that it 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.

Car Inspector Ripple held one of two first shift assignments at West Receiving Yard. On the day involved only one inspector was needed there and there was sufficient work at Struthers to require another inspector so Inspector Ripple was taken to work at that point. There is no contention that he did not go on and off duty at the location named in his assignment. Several awards involving the same parties and agreement and like facts, and many years of practice support Carrier's right to require service in another yard within the seniority district. In Docket No. 3429 like claim was made in behalf of the same claimant, relying on the same rule, and denied in Award No. 3458.

As shown by long practice it is contemplated that extra work will appear at one yard to require using an inspector located at another yard within the seniority district, and work is planned accordingly. Such use does not violate the Extra List Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman,
Executive Secretary

Dated at Chicago, Illinois, this 9th day of December 1960.