

Award No. 3696
Docket No. 3674
2-P&LE-TWUOA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**TRANSPORT WORKERS UNION OF AMERICA,
A. F. of L.—C. I. O. (Railroad Division)**

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

DISPUTE: CLAIM OF EMPLOYES:

On December 11, 1958 there was a wreck at Coraopolis, Pa. This comes under the McKees Rocks district. This district has its own seniority roster. The Foreman at Pittsburgh Station took a car inspector and three coach cleaners to Coraopolis, Pa. to perform work at this wreck. Since this was out of the seniority district of the employees taken to this wreck the Organization requests (1) car inspector Carl Spanik be paid an additional eight (8) hours pay for work performed by him at this wreck and (2) Coach Cleaners Rush Sasse, W. Wegrzn and N. Jones be compensated four (4) hours for work performed by them.

EMPLOYES' STATEMENT OF FACTS: This case was handled on the property of the carrier and is known as Case PS-37.

The carrier did take one (1) car inspector and three (3) coach cleaners from Pittsburgh Station to Coraopolis, Pa. to perform work at Coraopolis, Pa.

Pittsburgh Station has its own seniority district and its own seniority roster. McKees Rocks has its own seniority districts and seniority rosters. Coraopolis comes under these McKees Rocks districts and rosters.

There were employees from the McKees Rocks seniority districts and rosters available to perform the work that was performed by the Pittsburgh station employees.

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

ably calling for prompt or immediate action. In the light of the recognized elements of an emergency and in reason it would seem that when carrier management became apprised of the fact that a road train was dead out on the main line and could not be moved without help, it was justified in treating the incident with its attendant circumstances as an emergency and in acting accordingly."

Award 18927:

"* * * We have often found that where main lines are blocked by disabled trains, it is prima facie indication of the existence of an emergency. * * *"

Carrier submits that the above cited awards recognize the fact that an emergency situation is created when carrier's main tracks are blocked. Thus, having supported the emergency condition that existed at Coraopolis on December 11, 1958, claimants were properly handled under Rule 5 of the applicable agreement and the claims as presented should be denied.

CONCLUSION:

Carrier has conclusively shown without doubt that due to the derailment at MR Interlocking Plant on December 11, 1958, an emergency situation developed, causing carrier's passenger trains to terminate and start from Coraopolis while this emergency situation existed.

Carrier has also shown that the movement of claimants to perform their assigned tasks is contemplated and permissible under Rule 5 of the applicable agreement.

It has also been shown that the claims as presented are for penalty payments and for dual compensation, neither of which are supported by the agreement. Carrier has also shown that a companion claim is being presented to this Division in an attempt to further extract unwarranted and unjustified payments from the carrier.

Carrier respectfully submits that the claims as presented are devoid of 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 employees 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 are a car inspector and three coach cleaners regularly assigned at Pittsburgh. In an emergency due to a wreck it was temporarily necessary to use as a turnaround point for passenger trains Coraopolis, which is in a different seniority district, and Claimants were taken to do their regular work there on December 11, 1958.

No coach cleaners are regularly employed in that seniority district. Car inspectors are assigned there, but they are not involved in this claim.

The claim is that each claimant should receive extra pay because the work was done outside of their own seniority district; but no Rule nor award is cited so providing or holding.

Rule 5, Emergency Road Work and Wrecking Service, provides (section (a)) that employes regularly assigned to work at certain designated points shall be paid for all time away from their home stations in connection with such work.

Since Claimants were paid under that Rule the record does not show that the Agreement has been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1961.