

Award No. 3784
Docket No. 3602
2-P&LE-TWUOA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

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

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

DISPUTE: CLAIM OF EMPLOYES: On June 18, 1956 the Organization met with the Carrier to set up the amount of extra board men, (Car Inspectors) at each point on the property of the Carrier. This question was settled with the Carrier.

On August 16, 1956 a letter was sent Mr. Hewlett, Master Mechanic-Car asking the Carrier to go along with the Organization and reduce this extra board in proportion to the reduction in force when men were furloughed. This was agreed to by the Carrier.

Now the Carrier is not living up to this agreement. With the amount of men furloughed at Glassport the extra board should only include two (2) men. The Carrier has more than two men on the extra list at Glassport, Pa.

Since the Carrier has more than two men on the extra board which is in violation of the agreement made with the Carrier and the man on the extra board referred to is R. E. Keller, Jr., the Organization requests that the regular inspectors which were entitled to do the work done by R. E. Keller, Jr. be paid the punitive rate of pay for the following: A. J. Wagner for August 23rd; R. E. Keller Sr. for August 24th and G. A. Germak for August 17th, 1958.

EMPLOYES' STATEMENT OF FACTS: The organization and the carrier did meet on June 18, 1956 and set up the amount of extra board men that the carrier could use at each point on the property of the carrier.

On August 16, 1956 a letter was sent to the Master Mechanic-Car asking him to agree to cut this board when car inspectors are furloughed and to this he agreed.

The carrier is now violating these agreements by using more extra board employees than agreed to by both parties. R. E. Keller, Jr. is the employee involved.

not obtain through negotiations on the property. When the current carmen's agreement was undergoing revision during the year 1955, proposals were submitted by both the organization and the carrier on the various rules of the agreement, as well as any additional rules they desired to have included in the agreement. The organization's proposal in connection with the extra board rule contained the following as proposed paragraph 5:

"If extra employees are not used according to said contract or rule, regular employees who have relief days when extra employees are used, will be compensated for said days."

This paragraph was deleted from the organization's proposal during conference on May 27, 1955.

It is evident from the facts in this case that the organization is attempting to secure an award in behalf of regularly assigned claimant car inspectors under circumstances identical to those covered in the language contained in their unsuccessful proposal.

CONCLUSION

The carrier has shown that the quota of extra men set for Glassport, Pa., was not exceeded on August 17, 23 and 24, 1958, but that, on the contrary, the extra board did not attain the figure set for that location. Further, the carrier has shown that the two men assigned to the car inspectors' extra list at Glassport were employed on hold-down vacancies for definite periods of time and could not be used as extra men for these periods; also, that the organization has, in the past, recognized the right of extra men to work hold-down vacancies.

Awards of the National Railroad Adjustment Board have been cited in support of the carrier's position.

The carrier respectfully submits that the claims are without merit and requests that same 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.

This claim presents the same rules and substantially the same issues as presented in Award 3722.

Carrier admits that during the period involved in the instant case, the quota of men assigned to the Glassport extra list was set at two extra inspectors; that because these two inspectors were working vacation hold-downs

another inspector was put on the extra list, and that this was done without agreement with the organization. This was in violation of Rule 48.

AWARD

Claim sustained at pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1961.