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Award No. 14  
Case No. 15

SPECIAL BOARD OF ADJUSTMENT NO. 122

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

vs

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

STATEMENT OF CLAIM:

Claims filed by Storehouse Attendant H. E. Robbins at Newell Car Storehouse, for eight hours at time and one-half rate of May 30, June 6, June 27 and July 11, 1954, account not being called on those dates (Sunday) and the work he regularly performs throughout his regular work week being performed by Mechanical Department employees (CL-228)

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the employee or employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

There is no indication that in the instances of the emergency car repairs dealt with here, the services of a Storehouse Attendant at Newell, Penn., were anticipated or reasonably foreseeable. After all, a stock of essential supplies and materials used by the Car Repairmen were cached in the yard and carried on their work truck and it could fairly be presumed that such stock would suffice. In fact, on two of the four days involved, it is undisputed that there was no need to withdraw supplies from the storeroom. On the other two occasions when the Car Repair Force spent one hour, thirty minutes and three hours, forty minutes respectively, at their tasks, it may be accepted that some of the materials or supplies were obtained from the storeroom. However, it is readily apparent that the amount of time required of the Storeroom Attendant in servicing these isolated requisitions, had he been on duty, would have been substantially less than that accumulated by the Repair Crew.

Clearly, this is not a situation either where a full day's work was programmed, or where someone not subject to the Clerks' Agreement was called to work the Storeroom Attendant's job. Giving consideration to all the circumstances, it must be concluded that the disputed performance did not usurp the Storeroom Attendant's job prerogatives.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 122

/s/ Harold M. Gilden  
Harold M. Gilden, Neutral and Only  
Member Thereof.

Pittsburgh, Pennsylvania  
May 21, 1957