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SPECIAL BOARD OF ADJUSTMENT NO. 122

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

Award No. 28
Case No. 7

vs

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

STATEMENT OF CLAIM:

218 claims as set forth below for eight hours at time and one-half account of clerical vacancies at East Youngstown General Yard being filled by non-employees in violation of Rule 1, Scope, of the Clerks' Agreement. (CL-218)

<u>Claimant</u>	<u>Job Number</u>	<u>Date</u>	<u>Job Number</u>	<u>Date</u>
<u>H. Montgomery</u>	Job 135	10- 3-53	Job 135	10- 4-53
	" 235	10-10-53	" 113	10-10-53
	" 345	10-17-53	" 333	10-18-53
	" 124	10-24-53	" 134	10-25-53
	" 173	11- 1-53	" 244	11- 8-53
	" 264	11-14-53	" 225	11-15-53
Ex 9AM Janitor	11-21-53	" 244	11-22-53	
Job 363	11-29-53	" 334	12- 5-53	
" 264	12-12-53	" 155	12-13-53	
" 124	12-19-53	" 211	12-20-53	
" 111	12-26-53	" 254	12-27-53	
<u>D. E. Curran</u>	Job 234	10- 3-53	Job 244	10- 4-53
" 155	10-11-53	" 313	10-17-53	
" 211	10-24-53	" 313	10-25-53	
" 144	11- 1-53	" 243	11- 8-53	
" 29	11-14-53	" 29	11-15-53	
" 233	11-21-53	" 29	11-22-53	
" 155	12- 5-53	" 173	12- 6-53	
" 333	12-12-53	" 173	12-13-53	
" 264	12-19-53	" 244	12-20-53	
" 325	12-26-53	" 155	12-27-53	
" 29	11-28-53			
<u>J. V. Flaherty, Jr.</u>	Job 244	10-11-53	Job 144	10-18-53
" 244	12- 6-53	" 364	12-13-53	
<u>F. Yazbek</u>	Job 225	11-14-53	Ex 9AM Janitor	11-21-53
" 363	11-28-53	Job 144	11-29-53	
" 354	12-12-53	" 234	12-27-53	
<u>E. L. Giblin</u>	Job 27	10- 9-53	Job 254	10-10-53
" 313	10-23-53	" 111	12-13-53	
" 153	12-19-53	" 134	12-25-53	
" 134	1- 1-54			

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<u>Claimant</u>	<u>Job Number</u>	<u>Date</u>	<u>Job Number</u>	<u>Date</u>
<u>D. E. Hewitt</u>	Job 254	10-17-53	Job 27	10-20-53
	" 333	11-17-53	" 353	11-25-53
	" 125	12- 2-53	" 273	12- 9-53
	" 32	12-17-53	" 211	12-19-53
<u>E. M. Bernat</u>	Job 355	12-28-53	Job 225	12-29-53
<u>J. W. Gregg</u>	Job 163	10-10-53	Job 235	10-11-53
	" 33	10-17-53	" 144	10-25-53
	" 334	11-14-53	" 243	11-15-53
	" 313	11-28-53	" 313	12- 6-53
	" 213	12- 5-53	" 173	12-12-53
	" 273	12-26-53	" 163	12-27-53
	" 243	1- 3-54		
<u>E. J. Powers</u>	Job 155	11- 1-53	Ex SAM Janitor	11-14-53
	" 173	11-22-53	Job 211	11-28-53
	" 244	11-29-53	" 311	12- 5-53
	" 325	12-11-53	" 155	12-20-53
	" 243	12-26-53	" 144	12-27-53
<u>J. A. Marinelli</u>	Job 243	10-17-53	Job 27	10-23-53
	" 264	10-24-53	" 233	10-30-53
	" 244	10-31-53	Ex SAM Janitor	11-14-53
	" 29	11-27-53	Job 354	12-11-53
	" 27	12-18-53	" 336	12-19-53
<u>H. C. Gamble</u>	Job 343	10-11-53	Job 244	10-18-53
	" 155	10-25-53	" 124	11- 1-53
	" 134	11- 8-53	" 244	11-15-53
	" 313	11-29-53		
<u>R. A. Barber</u>	Job 32	12-24-53		
<u>D. E. Brown</u>	Job 27	10-29-53		
<u>C. E. Inskeep</u>	Job 364	12-23-53		
<u>W. J. Schmid</u>	Job 313	10- 3-53	Job 113	10- 3-53
	" 113	10-10-53	" 144	10-11-53
	" 113	10-17-53	" 113	10-18-53
	" 113	10-25-53	" 113	10-24-53
	" 113	10-31-53		
<u>E. D. Yatsko</u>	Job 253	11-29-53	Job 373	12- 6-53
	" 113	12-26-53		

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<u>Claimant</u>	<u>Job Number</u>	<u>Date</u>	<u>Job Number</u>	<u>Date</u>
<u>B. H. Butcher</u>	Job 363	10-17-53	Job 173	10-18-53
	" 334	10-23-53	" 353	10-24-53
	" 353	10-31-53	" 32	11- 7-53
	" 225	11-13-53	" 124	11-14-53
	" 355	12-11-53	" 111	12-12-53
	" 313	12-18-53	" 313	12-19-53
	" 243	12-25-53		
<u>A. W. Calcagni</u>	Job 234	12-24-53	Job 263	12-31-53
<u>J. F. Frush</u>	Job 324	12-30-53	Job 32	12-31-53
<u>G. M. Dorman</u>	Job 355	11- 9-53	Job 243	11-23-53
	" 135	11-29-53	" 243	12-28-53
<u>J. M. Conroy</u>	Job 244	12-24-53	Job 325	12-25-53
	" 373	12-31-53		
<u>K. W. Calderwood</u>	Job 225	11- 7-53	Job 236	11-14-53
	" 155	11-15-53	" 355	12-12-53
	" 225	12-19-53	" 225	12-20-53
	" 244	12-26-53	" 264	12-27-53
	" 263	1- 3-54		
<u>E. A. Sebest</u>	Job 33	11-12-53	Job 313	11-27-53
	" 27	10-30-53	" 27	12-10-53
	" 313	12-11-53	" 155	12-24-53
<u>W. B. Hetrick</u>	Job 225	10- 7-53	Job 373	10-14-53
	" 32	10-15-53	" 264	10-17-53
	" 334	11-18-53	" 313	10-21-53
	" 32	10-22-53	" 32	10-29-53
	" 243	10-25-53	" 333	11- 4-53
	" 233	12- 2-53	" 32	12- 3-53
	" 235	12-21-53	" 225	12-22-53
	" 111	12-23-53	" 363	12-24-53
	" 364	12-30-53	" 254	12-31-53
<u>M. W. Frush</u>	Job 225	11-25-53	Job 355	12- 8-53
	" 133	12-23-53	" 333	12-23-53
	" 223	12-24-53	" 364	12-29-53
	" 263	12-30-53		
<u>H. J. Meyers</u>	Job 264	10-11-53	Job 313	10-18-53
	" 173	10-25-53	" 243	11- 1-53
	" 27	11-15-53	" 155	11-29-53
	" 263	12- 6-53	" 355	12- 7-53
	" 333	12-13-53	" 323	12-14-53
	" 155	12-28-53	" 225	1- 3-54

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<u>Claimant</u>	<u>Job Number</u>	<u>Date</u>	<u>Job Number</u>	<u>Date</u>
<u>R. L. Stiteler</u>	Job 336	12-23-53	Job 264	12-24-53
	" 323	12-30-53		
<u>P. E. McGuire</u>	Job 243	10-11-53	Job 363	10-18-53
	" 354	10-25-53	" 244	11- 1-53
	" 243	11- 2-53	" 155	11- 8-53
	" 264	11-15-53	" 355	11-16-53
	" 324	12- 7-53	" 27	12-17-53
<u>D. D. Baker</u>	Job 155	12- 6-53	Job 164	12-13-53
	" 313	12-20-53	" 28	12-21-53

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.

This cause of action is progressed by regularly assigned clerical employees and not by furloughed workers. Clearly, the seniority preferences preserved to furloughed employees by Rule 14 does not extend to persons holding regular jobs.

Once the furloughed list is exhausted, there is nothing in the Labor Agreement either standing to bar Carrier from hiring such additional new employees as may be necessary to meet its business demands, or making it mandatory that the regular force be utilized on rest days to fill temporary job openings rather than resort to extra employees as the source of additional manpower. In the first place, if extra employees are available, it is the Carrier who has the discretion as to whether or not it will extend overtime work opportunities to regularly assigned employees. Then, too, Rules 6, 25 $\frac{1}{2}$ (h) and 28 (d) recognize that extra, as distinguished from furloughed employees, may be on the payroll. Also, the record in this case does not shut out the possibility that the extra employees here involved could conceivably establish seniority and gain other rights under the Clerks' Agreement.

AWARD: Claims denied.

SPECIAL BOARD OF ADJUSTMENT NO. 122

/s/ Harold M. Gilden

Harold M. Gilden, Neutral and Only Member Thereof

Pittsburgh, Pennsylvania
April 24, 1958