

Award No. 2701

Docket No. 2472

2-PULL-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Electrical Workers)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That The Pullman Company violated the current agreement when on December 24, 1955, they issued a notice abolishing thirteen electrical positions effective December 25, 1955.

2. That accordingly Electricians P. Anderson, F. Greenley, C. McNaughton, E. Knight, D. Tyson, H. Wink, L. Reynolds, T. V. Gassaway, J. Milano, E. Branco and J. C. Deaver be compensated in accord with the claim submitted to Foreman W. J. Welch dated January 2, 1956.

EMPLOYEES' STATEMENT OF FACTS: On December 24, 1955, Foreman W. J. Welch posted notices abolishing the following positions effective December 25, 1955:

Position No.	Incumbent	Position No.	Incumbent
Oak. 1	T. V. Gassaway	Oak. 12	J. Deaver
Oak. 5	P. Anderson	Oak. 13	L. Reynolds
Oak. 6	H. Wink	Oak. 14	F. Greenley
Oak. 7	T. Teixeira	Oak. 15	J. Milano
Oak. 8	E. Knight	Oak. 52	D. Tyson
Oak. 9	C. W. McNaughton	Oak. 55	J. Lewter
Oak. 10	E. Branco		

for the work performed by them on December 25-26, 1955. The organization's claim that the positions of Electricians F. Greenley, et al., were improperly abolished and that they are entitled to additional compensation for the period in question is without 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 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.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to the dispute were given due notice of hearing thereon.

The question to be decided by this Board is whether or not the carrier properly applied Article IV of the Agreement of November 2, 1954, when it abolished the positions of these claimants on December 24, 1955.

Article IV deals specifically with situations where work ceases to exist because of emergency situations including floods. That was the situation in December of 1955 that caused the Southern Pacific Company to annul certain of its trains.

The Oakland Southern Pacific Coach Yard at Oakland, California, was not under water due to the flood but the Southern Pacific did annul trains No. 12, 20, 28 and 102 and the work to be performed on the cars of these trains was affected by the flood.

Article IV is a qualification of Rule 23. When Article IV has application, the carrier does not have to give its employees the three day notice required under Rule 23, before it can abolish a position; when the service of the employees are no longer needed because the work the employees normally perform has ceased to exist.

There was evidence introduced by the employees and admitted by the carrier that train No. 12 left the Oakland Yard at 5:05 P.M. on December 26, 1955. This, the employees state showed that all the work of the claimant's position did not cease to exist during the time these positions were abolished.

The carrier states that the claimant's work on the equipment is performed at the time of the departure of the train. The employee states that the important work of the claimants is performed at the time of the arrival of the trains. There is a conflict in the evidence as to when the inspection work of these claimants is performed. However, there was no evidence submitted by the claimants that any work of these claimants was performed on Train No. 12 on December 26, 1955, therefore, this claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1957.