

Award No. 1547

Docket No. 1467

2-Pull.-EW-'52

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electricial Workers)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement Electrician E. O. Grimm was unjustly dealt with when the carrier assessed a warning against him and placed it on his service record card.

2. That accordingly the carrier be ordered to remove the warning assessed against him from his service record card.

EMPLOYES' STATEMENT OF FACTS: Electrician E. O. Grimm, hereinafter referred to as the claimant, was employed by The Pullman Company as an electrician at the Kansas City district on April 30, 1923.

Under date of February 12, 1951, the claimant was notified to appear for a hearing at 10:00 A. M. February 20, 1951. A copy of said notification is included in the copy of the hearing record which is identified as Exhibit A.

Hearing was conducted on February 20, 1951, by H. M. Leonard, foreman, Kansas City district, and a copy of the hearing record is hereby submitted and identified as Exhibit A.

On March 8, 1951, H. M. Leonard, foreman, Kansas City district, notified the claimant that his service record card would be assessed with a "Warning"; and a copy of the mentioned notification is herewith submitted and identified as Exhibit B.

This dispute has been handled in accordance with the provisions of the current agreement, effective July 1, 1948, with the highest designated officer to whom such matters are subject to appeal, with the result that this officer declined to adjust this dispute.

POSITION OF EMPLOYES: It is submitted that when the charge against the claimant, as following, is considered:

"You refused to make repairs in an emergency during this 'call' on Car Blue Springs on passing Santa Fe train No. 23 while waiting

CONCLUSION

The evidence of record establishes that on January 23, 1951, Electrician Grimm refused to make repairs in an emergency in car BLUE SPRINGS on Santa Fe train No. 23 and interfered with Night-Agent Sullivan's supervision of other electricians. Grimm's attempt to excuse himself for his malperformance on the date in question by alleging that he did not refuse to perform the work but wished to put his supervisor on notice of the action he would take in the event Grimm or any other employee performed the work in question is without merit. In assessing Grimm with a "Warning" for his malperformance, management was not unjust. The company properly imposed a "Warning" upon him.

The claim 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 said dispute were given due notice of hearing thereon.

Electrical Workers of System Federation No. 122 contend Electrician E. O. Grimm was unjustly dealt with by the company when it assessed a warning against him and placed it on his service record.

The company charged Grimm with the following: "You refused to make repairs in an emergency during this 'call' on car Blue Springs on passing Santa Fe train No. 23 while waiting to perform the work for which called, and it interfered with Night Agent Sullivan's supervision of the other electricians in this instance."

After a hearing was held the company notified Grimm that it found him guilty of the charges it had made against him and was assessing him with a "Warning" which would be placed on his Service Record Card.

The following principle is here applicable. Regardless of any rights an individual employee coming under a collective bargaining agreement may have by reason thereof he still owes obedience to his superiors and must do nothing to interfere with their supervision. In this respect he is not at liberty to assert any rights as he sees them, either for himself or other employees, as a condition for the performance of duties assigned. His doing so will make him subject to discipline. If, in performing such duties, rights accrue under the agreement they can be enforced through the channels which the agreement provides for that purpose. In this respect the individual employee, by complying with the orders of his superiors, does not waive any of these rights.

The evidence fails to show that Night Agent B. Sullivan asked Grimm individually to make any repairs on car Blue Springs on passing Santa Fe train No. 23 so it cannot be said he refused to do so. The fact is Sullivan directed his remarks to all four of the electricians present. But when Grimm took it upon himself to become spokesman for all four electricians and stated upon what conditions he would do the work and what he would do about filing a time slip if any of the other electricians present did it, he interfered with Sullivan's supervision of having the work performed by one of the other electricians. It may or may not be, a question we need not here decide, that if any one of the four electricians had performed the work

he would have been entitled to be paid for a call under Rule 33 but it was not Grimm's right to interpret Rule 33 and place his interpretation thereof as a condition for its performance.

In view of the foregoing we do not find that the company dealt unjustly with Grimm in assessing the "Warning" against him and placing it on his Service Record Card.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June, 1952.