

Award No. 2708
Docket No. 2504
2-PULLEW-'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-CIO (Electrical Workers)

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Electrician H. F. Biggs was not compensated for service rendered on March 12, 1956.

2. That accordingly the Carrier, be ordered to compensate Electrician H. F. Biggs in the amount of 2:40 hours at the time and one-half rate of pay.

EMPLOYEES' STATEMENT OF FACTS: Electrician H. F. Biggs, hereinafter referred to as the claimant, is employed as an Electrician at the St. Louis District. His bulletined hours on March 12, 1956, were 12:00 Midnight March 12 to 8:00 A.M. March 13, 1956.

On March 12, 1956, Foreman F. J. Hellweg assigned the claimant to perform service outside these bulletin hours. This service was performed by the claimant.

Under date of March 20, 1956, a claim was submitted to Foreman F. J. Hellweg, a copy of this claim is submitted herewith and identified as Exhibit A.

Under date of April 19, 1956, Foreman F. J. Hellweg denied this claim, a copy of this denial is submitted herewith and identified as Exhibit B.

Under date of May 15, 1956, we appealed the decision of Foreman F. J. Hellweg. A copy of this appeal is submitted herewith and identified as Exhibit C.

the taking of a physical examination, neither do we find anything in the term, 'to perform work not continuous with the regular work period,' as it appears in Rule 5, which permits that result, nor are we able to say that the words, 'temporarily engaged in business of the Company outside the line of their regular duties,' as used in Rule 13(a), can be given that construction. It follows the claim must be denied."

Also, see Third Division Awards 3302, 7498, 8193 and 9002; and Second Division Award 1632.

CONCLUSION

In this ex parte submission the company has shown that no rule of the agreement requires management to make payment to an employee who is required to take a physical examination after absenting himself from work because of a potentially serious physical condition. Additionally, the company has shown that Rule 33, the specific rule relied upon by the organization, is not applicable to the facts of this case. Finally, the company has shown that awards of the National Railroad Adjustment Board support the company in this dispute.

The claim that Electrician Biggs is entitled to an adjustment of 2:40 hours at the rate of time and one-half 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 claimant was required by the carrier to take a physical examination, after reporting off due to a sore back.

The employees state that the carrier violated Rule 33 (Calls) of the effective agreement and asked that the claimant be paid two hours and forty minutes at the punitive rate for taking said physical examination.

There is no rule in the effective agreement that requires the carrier to pay its employees for taking a physical examination. Therefore, Rule 33 is not applicable. This claim must 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.