

Award No. 2882

Docket No. 2753

2-PULL-EW-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson 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 at the San Antonio District The Pullman Company violated the current agreement when on September 11, 1956, they posted a notice abolishing all electrical positions in this district effective September 17, 1956.

2. That accordingly The Pullman Company be ordered to re-establish these positions as they were prior to September 17, 1956.

3. That The Pullman Company violated the current agreement when effective September 18, 1956, they changed the shifts of the Electricians in the San Antonio District from the following:

8:00 A.M. to 4:00 P.M.
4:00 P.M. to 12:00 M.
12:00 M. to 8:00 A.M.

to the following shifts:

7:30 A.M. to 4:00 P.M.
3:00 P.M. to 11:00 P.M.
9:00 P.M. to 5:00 A.M.

4. That accordingly The Pullman Company be ordered to additionally compensate each of the Electricians who work from 7:30 A.M. to 4:00 P.M. in the amount of 40 minutes at the rate of time and one-half for each day that this violation occurs.

of Rule 22, with specific reference to paragraphs (b) and **Exception**. Finally, the company has shown that awards of the National Railroad Adjustment Board support the company in this dispute.

The claim of the organization 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 employe or employes involved in this dispute are respectively carrier and employe 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.

Prior to September 17, 1956, the company had 24 hour, round-the-clock service at San Antonio, with shifts starting at 8 A.M., 4 P.M. and 12 M.N. These assignments were then abolished and the company established 21½ hour service with starting times of 7:30 A.M., 3 P.M. and 9 P.M. leaving a period from 5 A.M. to 7:30 A.M. with no one assigned.

The organization claims that the carrier action violates Rule 22 (c) of the agreement, which limits the carrier's actions in fixing shifts "In yards where it is necessary to work regular shifts during all of the 24 hours of the day." Award No. 1629 of this Division was depended upon by the employees during the progress of the claim.

That award held in essence that 23½ hour service was the equivalent of service "during all of the 24 hours of the day." That claim was sustained, but the Board noted that an assignment within the exception of 22 (c) would not constitute a basis for claim.

The exception is granted "where the requirements of the service necessitate . . . not to exceed two employes to perform service such as station duty, precooling or incoming test."

From the record we conclude that the schedule established was not service "during all of the 24 hours of the day;" that the work of position SP No. 5 was "station duty, precooling, or incoming test;" and that not more than two men were assigned to this position which is permitted by the exception to the rule. We conclude there has been no rule violation shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 9th day of June, 1958.