

Award No. 2605
Docket No. 2345
2-PULL-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than a Carman was improperly used to perform Carmen's work at the Central Terminal, Buffalo, New York, on April 29, 1955.
2. That accordingly the Carrier be ordered to compensate Carman F. Gavazzo in the amount of 2 hours and 40 minutes at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: Carman F. Gavazzo, hereinafter referred to as the claimant, was employed as such by the Pullman Company, hereinafter referred to as the carrier.

On April 29, 1955, an electrician was assigned to perform carman mechanics' work of repairing equipment on pullman cars Tonawanda Harbor and Little Miami River at the Central Terminal in Buffalo, New York.

Up until April 24, 1955, a night carman mechanic had been regularly assigned by the carrier to perform carman mechanics' work at this point. On April 24, 1955, this regularly bulletined job had been abolished by the carrier, after having assured our local committee there that no carmen's work would thereafter be done there on the night shift, but if any were needed, would be taken care of when they reached destination. When our committee was consulted about the abolishment of this job on the 6 P.M. to 2 A.M. shift and after questioning the carrier's representatives as to who would do their work thereafter, and having been assured no carmen's work would be done there—they naturally made no objection.

It was only after several days had passed, and approximately seven claims had been filed (all like the instant case) wherein other than carmen

journeyman or journeymen employed at such points will, so far as capable, perform the work of any craft that may be necessary. In the instant case, there was not sufficient work in Buffalo to employ a journeyman of each craft and it was agreed between the parties that subsequent to establishing a daytime carman position the station duty electrician on duty in the night hours would perform the minor or emergency carman's work arising at that point. Also, the company has shown that the **Memorandum of Agreement in Connection with Rule 2** supports management's position in this dispute.

The claim of the organization in behalf of Carman Gavazzo 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 the dispute were given due notice of hearing thereon.

Prior to April 24, 1955, a night carman was employed at carrier's Central Terminal, Buffalo, from 6:00 P.M. to 2:00 A.M. On the above date said position was abolished and a new one, with hours from 9:00 A.M. to 5:30 P.M. was established.

Sometime during the night of April 29, a bed handle to the door of a roomette was found to be out of order and it was also discovered that the upper berth of a sleeping car would not close. These defects were repaired by an electrician then on duty, on account of which the organization has asserted a claim for two hours and forty minutes at the overtime rate in favor of T. Gavazzo who it says was an available carman who should have been called to perform said service.

The carrier says: (1) that the abolishing of the 6:00 P.M. to 2:00 A.M. carman's position and the establishment of the 9:00 A.M. to 5:30 P.M. shift was done with the consent of the organization; (2) that the service performed by the electrician on the night of April 29 was of a minor and emergency character, no different from what had been customarily done by electricians when no carman was immediately available; and (3) that Rule 32 (c) and the Memorandum of Agreement of June 16, 1951, justify its action.

The organization, though admitting that it acquiesced in the change of the shifts, denies that there ever was any agreement on its part that electricians on any shift might perform carmen's work.

Rule 32 (c) is limited in its application to stations and outlying points (to be mutually agreed upon) where there is not sufficient work to justify employing a journeyman of each craft. In the instant case journeymen of both crafts involved, that is, carmen and electricians, were employed at the same station. The Memorandum Agreement of June 16, 1951, relates exclusively to the changing of shifts and starting times about which there is here no controversy. We do not find either of these contractual provisions of controlling importance in the disposition of this claim.

It appears that prior to the discontinuance of the carman's 6:00 P.M. to 2:00 A.M. shift and the establishment of the 9:00 A.M. to 5:30 P.M. shift, there was a period (from 2:00 A.M. to 6:00 A.M.) during which no carman was on duty and electricians performed such incidental work as is involved in this claim. As a result of the carrier's action, no carman was displaced or furloughed, nor was any carman deprived of any work that he had previously and exclusively performed. Under these circumstances we do not find any basis upon which the claim could be logically sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of September, 1957.

DISSENT OF LABOR MEMBERS TO AWARD 2605

The fact that the organization acquiesced in the change of the shifts did not in any way change Rule 32(a) which requires that

"None but journeymen or apprentices regularly employed as such shall perform journeymen's work as per special rules of each craft, except foremen at points where no mechanics are employed."

In their findings the majority states that "In the instant case journeymen of both crafts involved, that is, carmen and electricians, were employed at the same station," therefore, the instant work, being work within the scope of the agreement governing the employment of carmen and not electricians, should have been performed by a carman in accordance with the requirement of Rule 32(a).

R. W. Blake

C. E. Goodlin

T. E. Losey

Edward W. Wiesner

James B. Zink