

Award No. 2679
Docket No. 2555
2-PULL-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting 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 Chicago East South District, The Pullman Company is violating the controlling agreement when they fail to bulletin positions to be of more than ten calendar days' duration showing the normal duties in accord with Rule 42.

2. That the positions be bulletined showing the normal duties.

EMPLOYEES' STATEMENT OF FACTS: On February 12, 1956, the carrier changed the normal duties of two positions but they did not bulletin these positions in accord with Rule 42.

Under date of March 12, 1956, our committee submitted a claim charging violation of Rule 42 when the carrier failed to bulletin these two new jobs. A copy of this claim is submitted herewith and identified as Exhibit A.

Under date of April 4, 1956, Foreman Adams gave a decision denying the committee's claim, copy of this decision submitted herewith and identified as Exhibit B.

Under date of April 11, 1956, we appealed Foreman Adams' decision and we pointed out in this appeal the number of hours of work performed on the pre-season duties from the period of February 12 to March 12, 1956. It averaged twelve hours per day during this period. This means that the normal duties of two positions would be six hours each day pre-seasonal work. A copy of this appeal is submitted and identified as Exhibit C.

Under date of May 11, 1956, Mr. Dodds denied our appeal, copy of this appeal submitted herewith and identified as Exhibit D.

Of like effect is Third Division Award 5331 (Referee Francis J. Robertson), wherein the Board stated under **Opinion** as follows:

"Except insofar as it has restricted itself by the Collective Bargaining Agreement or as it may be limited by Law, the assignment of work necessary for its operations lies within the Carrier's discretion. It is the function of good Management to arrange the work, within the limitations of the Collective Agreement in the instances of efficiency and economy . . ."

See also Third Division Awards 6655, 6384, 6296 and 5492.

CONCLUSION

The company has shown in this ex parte submission that no rule of the working agreement supports the organization's contention that certain positions in the C.&W.I. Yard, Chicago, should be established with normal duties described as "Pre-Season Inspection Work." The company has shown that Rule 42, the specific rule relied upon by the organization, does not require that particular types of periodic servicings be shown as the normal duty of any position and that even if the rule so required, the irregular nature of "pre-season work" in the instant case would not qualify it as a proper normal duty. Further, the company has shown that the organization was aware at the time Rule 42 was negotiated of the necessity for reasonable flexibility in the handling of electricians' assignments to meet the varying work load, and agreed that a proper description of normal duties need not include reference to a specific type of servicing. Also, the company has shown that the description of normal duties in use by the company in the C.&W.I. Yard conforms to the description shown on the agreed-upon sample "supervisor's line-up sheet" and are in accord with those used by the company in the past. Finally, the company has shown that awards of the National Railroad Adjustment Board support the company in this dispute.

The organization's claim 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 employees 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.

The employees alleged that "the carrier changed the normal duties of two positions" in the performance of pre-season servicing and did not re-bulletin the positions. The evidence does not show that such work was assigned to any two specific positions. On the contrary it was performed by the occupants of several positions at times when they would otherwise be without work or when they could be spared from their normal duties. Consequently the employees' allegation is not sustained by the evidence.

In essence the employes also contend that the carrier should be required to bulletin two new jobs to perform such service because of the amount of such work required. The work could be so assigned but no rule requires that the carrier do so. It is a form of periodic inspection and repair work and has been assigned to employes whose normal duties are described as "repairs and other duties as assigned." It has been similarly performed each year since the agreement became effective in 1948.

Under such circumstances the claim is without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1957.