**Award No. 2703**
**Docket No. 2479**
**2-PULL-EW-'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.**

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## PARTIES TO DISPUTE:

## SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYES' DEPARTMENT, AFL (Electrical Workers)

## THE PULLMAN COMPANY

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the current agreement was violated when a railroad electrician was assigned on December 11, 1955, to remove a drive shaft from Pullman Car McRuer in the Denver District.

2. That accordingly the Carrier be ordered to compensate Pullman Company Electrician J. C. Giraldi in the amount of 2 hours and 40 minutes compensation at the time and one-half rate.

**EMPLOYES' STATEMENT OF FACTS:** The Pullman Company abolished the electrician position in the Denver District that protected the Pullman cars arriving and departing in the station. This position included the Pullman cars on Union Pacific Train No. 17.

Sometime between 8:55 P.M. and 10:00 P.M. on December 11, 1955, Electrician J. Kemper employed by the Union Pacific Railroad was assigned to remove a drive shaft from Pullman Car McRuer.

Denver District Electrician J. C. Giraldi was available to perform this work on December 11, 1955, if called.

Under date of January 2, 1956, a claim was submitted to Foreman R. G. Williams; a copy of this claim is submitted herewith and identified as Exhibit A.

Under date of January 26, 1956, Foreman R. G. Williams denied this claim; a copy of this denial is submitted herewith and identified as Exhibit B.

Under date of February 27, 1956, we appealed the decision of Foreman R. G. Williams; a copy of this appeal is submitted herewith and identified as Exhibit C.

work not performed proper adjustment is at the straight time rate (Second Division Awards 1530, 1601, 1688).

**CONCLUSION**

In this ex parte submission the company has shown that Pullman electricians do not have the exclusive right to perform the type of work herein involved. Further, the company has shown that under the conditions present in this dispute the company is not obligated to make penalty payment. Additionally, the company has shown that awards of the Adjustment Board support the company's position in this dispute.

The claim that Electrician Giraldi 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 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.

The claimant states that on December 11, 1955, a Railroad Electrician removed a driveshaft from Pullman Car McRuer. He states that this is Pullman Electrician work under the effective agreement and he asked payment of two hours and forty minutes at the punitive rate for violation of the agreement by the carrier.

Carrier states that on December 11, 1955, Pullman Car McRuer arrived at the Denver Station at approximately 8:55 P.M.; that Superintendent Hizer met the train, made contact with the Pullman Conductor who was in charge of car McRuer and four other cars which were enroute to Portland and was informed by Conductor Woodruff that there were no defects on the cars. At approximately 9:30 P.M. Superintendent Hizer was informed by the depot yardmaster that a broken driveshaft had been detected on one of the cars. Hizer returned to the train and ascertained that the broken driveshaft was on car McRuer and had been removed by a Railroad Electrician and placed in the Compressor box. The train departed Denver at 10:00 P.M.

From the evidence produced by the parties, we find that Superintendent Hizer did not assign the work of removal of the driveshaft to the Railroad Electrician but that the work had been performed by the Railroad Electrician on his own to insure the safe operation of the car. We also find that the time element would not allow the Superintendent sufficient time to call a Pullman Electrician to perform this work.

Therefore, the principle outlined in Award 1601 that under certain emergency circumstances, the carrier should be relieved of a penalty for this sort of violation should be followed in this claim.

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.