

Award No. 4406

Docket No. 4260

2-PULL-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee P. M. Williams when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That on August 27, 1961, the Carrier violated the controlling agreement when they assigned Electrician C. A. Slereth to perform carmen's work at Seattle, Washington.

2. That accordingly, the carrier be ordered to compensate carman G. A. Thomas for two hours forty minutes at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: Carman G. A. Thomas, hereinafter referred to as the claimant, is employed by the Pullman Company, hereinafter referred to as the carrier, at Seattle, Washington.

On August 27, 1961, the carrier assigned an electrician to perform carmen's work.

This dispute has been handled with all carrier officers with whom such matters are subject to be appealed, without satisfactory results.

The agreement effective June 16, 1951, is controlling.

POSITION OF EMPLOYEES: It is submitted that on the morning of August 27, 1961, there was only one carman on duty, and as there was too much work for one man to do that day, he requested that another carman be called in to assist him. The carrier refused.

On the day in question, when sleeping car Tobacco River was brought in, it was found to have a broken sofa and would need the services of two men to handle it. The carrier, in violation of Rule 81, quoted in part below, assigned an electrician to perform carmen's work:

"Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars) painting, upholstering, and inspecting all passenger and freight cars, * * *"

In Second Division Awards 2991, 3016 and 3254, this Board denied claims of the employees that carriers improperly assigned employees not entitled to certain work in emergency circumstances. These denial awards are specifically applicable in the instant case.

Also, there are numerous awards of the Second Division that deny the correctness of time and one-half compensation in claims for work not performed. These awards are applicable here. A number of them are denial awards in Pullman cases decided by the Second Division; namely, Award 1601, 1622, 1623, 1624, 1625, 1688, 1705, 1799, 3903 and 3904.

Thus, the record in this case fully supports the conclusion that the work in question on August 27, 1961, in the Seattle District of The Pullman Company was performed in an emergency and that it was merely a case of one craftsman lending a helping hand to another. Clearly there was no violation of Rules 22, 80, 81 or of any other rule of the agreement.

The claim is in all respects 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.

Parties to said dispute were given due notice of hearing thereon.

On Sunday, August 27, 1961, at 1:30 A. M., the porter, while making up compartment B discovered a loose bracket on the sofa back. Since the car was scheduled to leave the yard in 30 minutes immediate repairs were necessary.

The Organization's claim is based on the fact that the Carrier, in place of calling the claimant from his home 35 miles away, used an Electrician to assist the carman in lifting the sofa back up to fit on the bracket after the carman had repaired it. The claimant asks for 2 hours and 40 minutes at the time and one-half rate.

Carrier states, the Local Chairman recognized in his correspondence and we find that the situation described above was an emergency, consequently we are of the opinion that the Carrier did not violate the spirit, the intent or the language of the applicable Agreement between the parties when it assigned an electrician to assist the carman in performing such a minor task. The 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 5th day of February 1964.