

Award No. 3340

Docket No. PM-3250

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Fred W. Messmore, Referee.

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: . . . for and in behalf of P. C. Salvatierra who is employed by The Pullman Company as a bus boy operating out of the Pennsylvania Terminal District, New York City, New York.

Because The Pullman Company did, under date of July 2, 1945, prefer charges against Bus Boy Salvatierra on which he was later penalized with a thirty day suspension on account of Bus Boy Salvatierra objecting to performing service on a car which was without the scope of that part of the agreement governing the class of employees to which Bus Boy Salvatierra belongs.

And further, because he was disciplined on charges unproved; which action was unjust, unreasonable, arbitrary and in abuse of the Company's discretion.

And further, for the record of Bus Boy Salvatierra to be cleared of the charge in the instant case and for him to be reimbursed for all pay loss as a result of this unjust action.

OPINION OF BOARD: The Claimant is an employee of The Pullman Company, in the capacity of a Bus Boy, operating out of the Pennsylvania Terminal District, New York City, New York. He was duly assigned to Car Colonial Governors, a three double bedroom, one drawing room four seats, bar and lounge type of car operating between New York City and Indianapolis, Indiana, and return. On arrival at Indianapolis this car was found to be in bad order and as a consequence thereof removed from the train and in its stead Pullman Car McGuffey, a twelve section, one drawing room car of the straight sleeper type was substituted as an emergency for the return trip.

About ten minutes prior to departure time for the return trip Indianapolis to New York City, Claimant appeared with Attendant Perido at the Sign-off Office and informed the Assistant Agent in charge that he and the Attendant would not take the substitute car back to New York City. The Claimant based his reason for not doing so because he lacked the necessary qualifications and training to work on a car of this kind and he refused to carry out the assignment. This action on the part of the Claimant and Attendant Perido necessitated a substitution of an extra porter. The Claimant and Attendant Perido deadheaded back to New York City on pass. Subsequently an investigation was held and as a result thereof the Claimant was penalized, receiving a thirty day suspension.

Claimant's contention is that within the contemplation of the Scope Agreement he is hired solely for work on lounge and composite cars to perform a separate and distinct type of work than that of a porter who is in charge of sleeping cars. In this connection, the Claimant invokes a part of the Scope Agreement as follows:

"RULE 1. Scope. This agreement shall apply to all employes of The Pullman Company classified as.....

(d) Bus Boys:

in their performance of service in connection with Pullman sleeping, parlor, buffet, and club cars, and in composite cars which are equipped to provide two or more of such services."

Then poses the Question 1. What is a bus boy?—and the answer:

"A-1. A bus boy is an employe assigned to work on buffet, club, broiler, restaurant and recreation cars under the supervision of the attendant-in-charge, and is to perform such duties as he may be directed to by the attendant-in-charge."

The record discloses that as a regular part of Claimant's assignment he assisted in loading and caring for passengers and their baggage and has taken down berths in the bedrooms of the car to which he was regularly assigned; having had such instruction and experience, he was sufficiently qualified to assist either the Porter or Attendant-in-charge as the case may be on the return trip. The instant case is a companion case to Docket No. PM-3251, Award 3260, and is governed thereby. In the opinion of Award 3260 reference is made to Award 3218, wherein we said:

"The Carrier is obliged to make the initial interpretation of the rules and direct how the work shall be done. If the contract is violated by the Carrier in so doing, it subjects itself to prescribed penalties. Employes as a general rule must perform the work as directed and in case of contract violation, seek redress under the terms of the Agreement."

The foregoing principle is pertinent in the instant case.

If Claimant believed that the Carrier was requiring him to perform work in violation of the Agreement, he should perform the work as directed and see his redress under the Agreement for violation claimed. If employes are permitted to arbitrarily shirk their responsibilities for such excuses as are given here, carrier's service to the public would become chaotic. See Award 2946.

We find no support in the claim that the Carrier acted in an unjust, unreasonable or arbitrary manner. The suspension from service for 30 days appears to have been warranted.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the action of the Carrier in suspending Claimant from service for thirty days was not in violation of the applicable Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 29th day of November, 1946.