

Award No. 1623

Docket No. 1514

2-PULLE-W-'53

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carroll R. Daugherty when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the current agreement was violated when two Pennsylvania Railroad Electricians were assigned on August 8, 1951 to apply a generator belt to Pullman Car POINT BREAKER.

2. That accordingly the carrier be ordered to:

- (a) Discontinue the use of other than Pullman Company Electricians to perform electrical work on Pullman equipment.
- (b) Compensate Pullman Company Electrician S. J. Bak in the amount of 2 hours and 40 minutes' compensation at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: Sometime before 7:00 A. M. on August 8, 1951, two electricians employed by the Pennsylvania Railroad Company were assigned to apply a generator belt to Pullman car POINT BREAKER.

Pullman Company Electrician S. J. Bak, employed on the 5:30 P. M. to 1:30 A. M. shift was available to perform this work on August 8, 1951, if called.

The agreement effective July 1, 1948, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that Rules 2, 5(b) and 37 of the current agreement were violated when other than Pullman Company electricians were assigned to perform electrical work on Pullman car POINT BREAKER on August 8, 1951.

The applicable part of Rule 2 provides:

"Assignment of Work.

None but journeymen or apprentices employed as such shall perform the work outlined in Rule 5 of this agreement."

Main 10693, there was not time in the emergency in Pittsburgh on August 8, 1951, to call a Pullman electrician to the station. Therefore, in the emergency it was proper for railroad electricians to apply the generator belt.

Finally, even if the work properly should not have been performed by railroad electricians the company is unable to understand why the organization is requesting 2:40 hours in behalf of Electrician S. J. Bak at the rate of time and one-half instead of at straight time rates.

In view of these facts the company submits that the instant 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 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.

On August 8, 1951, Pennsylvania Railroad train Main 10693, containing Pullman car Point Breaker, arrived in Pittsburgh, Pennsylvania, at 6:45 A. M., fifteen minutes ahead of scheduled arrival. A generator belt was discovered missing on this car, and a new one was applied by Railroad electricians. A Pullman electrician had been instructed to report for duty at 7:00 A. M. to cover this and other trains expected to arrive at that hour and thereafter.

The Pullman Company agrees that the work done by the Railroad electricians properly belonged to its own electrician. But it contends that its lack of knowledge of the train's early arrival should persuade us to absolve it of penalty for what it holds was purely a technical violation of the agreement.

In determining this dispute we apply to the facts of this case the principles and reasoning set forth in our Awards Nos. 1601 and 1622. Accordingly we find that the agreement was violated and that this violation could have been made adequately subject to the carrier's control. We allow the organization's claim at pro rata rates of pay.

AWARD

Claim sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 7th day of January, 1953.