

**Award No. 1684**

**Docket No. 1559**

**2-Pull-EW-'53**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

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**PARTIES TO DISPUTE:**

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

**THE PULLMAN COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That under the current agreement the Carrier improperly assigned other than Pullman Company Electrical Workers to apply V-type generator belts to Pullman Car ELM RIDGE on November 1, 1951.

2. That accordingly the Carrier be ordered to discontinue using other than Pullman Company Electrical Workers to perform this work and compensate Electrician J. Johnson in the amount of two (2) hours and forty (40) minutes pay at the time and one-half rate.

**EMPLOYES' STATEMENT OF FACTS:** On November 1, 1951, car Elm Ridge arrived at Omaha, Nebraska on Train No. 3 with V-type generator belts missing. The foreman advised the Pullman depot electrician that the storeroom was out of V-type belts. No effort was made to procure the material from the C. B. and Q. railroad as is the usual practice when the Pullman Company storeroom is temporarily out of material nor was a Pullman Company electrician assigned to ride the train to the terminal point at Lincoln, Nebraska, where the pullman electrician could have procured and applied the necessary belts, however, the belts were applied at Lincoln, Nebraska, by C. B. and Q. Railroad employees.

Electrician J. Johnson, hereinafter referred to as the claimant was on his assigned rest day on November 1, 1951 and was available to perform this work, if called.

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

**POSITION OF EMPLOYES:** It is submitted that the Pullman Company was aware of the fact that when Train No. 3 arrived at Omaha, Nebraska on November 1, 1951 V-type belts were missing on Pullman Car Elm Ridge, therefore the action of the Pullman Company in ignoring their contractual obligations of having pullman electricians perform the work by having these

employees are called to perform certain work. The rule is silent on the compensation an employee is due when the company fails to call him to perform work allegedly due him.

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 employee or employees involved in this dispute are respectively carrier and employee 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 November 1, 1951, Pullman Car Elm Ridge arrived in Omaha, Nebraska, at 8:00 A.M., as a part of C. B. & Q. Train No. 3. The car was en route to Lincoln, Nebraska, the train stopping in Omaha for 30 minutes. Upon arrival at Omaha it was found that the V-type generator belts on car Elm Ridge were missing. Replacement belts were not available in Omaha. The car continued on to Lincoln where belts were obtained and installed by railroad electricians. Pullman electricians claim the work and ask that this Division so hold and compensate claimants for the work lost.

The applicable scope rule provides: "It is understood that this Agreement shall apply to electrical workers who perform the work specified in this Agreement in the repair shops, mechanic shop Chicago, districts and agencies of the Pullman Company in the United States and in Canada wherein the work covered by this Agreement is performed." Rule 1, Current Agreement.

At the time of the alleged violation, Omaha was a district or agency of the Pullman Company and Lincoln was not. The primary question is whether or not the work of installing the three V-type generator belts at Lincoln is within the scope of the work reserved to Pullman Company electricians under the circumstances shown.

The evidence shows that the generator belts were not available at Omaha. This being so, the work could not be done at Omaha. Omaha being a district or agency, the work if performed at that point would have belonged exclusively to Pullman electricians. But at Lincoln, it was not within the scope rule and not the exclusive work of Pullman electricians.

It is urged that it is the practice of the carrier to send Pullman electricians to Lincoln to do repair work on Pullman equipment. Many instances are cited where this has been done. The carrier admits that Pullman electricians are often sent to Lincoln to perform complicated work but that such work is not done exclusively by Pullman electricians from Omaha. Carrier contends that it determines the advisability of having the work done by Pullman electricians and oftentimes has it done by railroad electricians at Lincoln. The record does not establish a practice of using Pullman electricians exclusively at Lincoln.

We conclude, therefore, that the work at Lincoln is not reserved exclusively to Pullman electricians under the terms of the Pullman electrician's agreement. Nor does the record establish a practice of having such work performed exclusively by Pullman electricians assigned at Omaha. The claim is not therefore supported by the record.

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AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July, 1953.