

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

Parties to Dispute: { System Federation No. 2, Railway Employees'
{ Department, A. F. of L. - C. I. O.
{ (Electrical Workers)
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the current agreement when they assigned a Signal Maintainer to perform work within the scope of the Electrical Craft.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Telephone Maintainer J. J. Hoggard in the amount of four hours (4') at the punitive rate for Monday, July 30, 1973.

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.

Parties to said dispute waived right of appearance at hearing thereon.

On Monday, July 30, 1973, the Carrier assigned Signal Maintainer J. D. Boshell to find and correct "line" trouble in the area of DeSoto, Missouri. The Signal Maintainer walked the communication pole line in and near DeSoto and did not find any trouble in the pole line. However, he did find that the trouble was caused by broken wires (telephone drops) to the phone in the Section Foreman's office at DeSoto (Exhibit K, O. B. Sayers' letter of May 8, 1974). The Signal Maintainer spliced the wires and corrected the problem.

The Organization contends that the repair work done by the Signal Maintainer was work exclusively reserved to their craft by Rule 107(a) of the Agreement of the parties. We agree. Rule 107(a) states in part:

"Electricians' work ... shall include electrical wiring, maintaining, repairing ... telephone equipment on the Western and Southern Districts only"

In the instant case the Signal Maintainer was properly called out to correct "line" trouble; however he found the fault was not in the line but in the telephone drop, and proceeded to make the necessary repairs. The Carrier contends (Carrier's Submission p. 8) that it "is bordering on absurdity to expect the Carrier to tell the signal maintainer to ignore the trouble and send a telephone maintainer 123 miles to perform 15 or 20 minutes work". This argument made a deep impression on the Board, however, we are without authority to sanction the transfer of work, exclusively contracted to one craft, to another craft, even where the evidence shows the proper contractual assignment would be impractical or inefficient.

The Carrier violated the Agreement and we shall sustain the claim for four hours at the straight time rate. The fact that the Claimant Telephone Maintainer, is a monthly rated employee, and is not paid for overtime on the first five days of the week is no defense for the Carrier. If no damages were required in the situation of a contract violation involving the work of a monthly rated employee, this Board would be setting up a situation which would allow the Carrier, at its whim, to avoid its contractual obligations.

A W A R D

Claim sustained as per Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 23rd day of July, 1976.