

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 Signal Maintainers Jenkins, Larue, Sturdevant and Herd 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. C. Ballard in the amount of seventy three hours (73') at the punitive rate for August 13, 1973 and through the week thereof.

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 waived right of appearance at hearing thereon.

The Claimant, Telephone Maintainer (IBEW) J. C. Ballard, was assigned by the Carrier to change over phone drops from the former dispatcher's line to the Mobil Pipeline's wires. This meant disconnecting the wires leading to each telephone located between Little Rock and Gordon from the former dispatcher's line and connecting the wires to the Mobil Pipeline wires, which were to become the new dispatcher's circuit. (Carrier's Submission, p. 3). Sometime during the week of August 13, 1973, the Carrier assigned a portion of this work of changing the telephone drops, initially assigned to the Claimant, to Signal Maintainers, represented by the Brotherhood of Railroad Signalmen, having the Signal Maintainers change the drops at the phone booths within their territory that had not already been changed by Telephone Maintainer Ballard (Carrier's Submission, p. 8). The record shows that the Carrier was willing to depend on one pair of wires during the week of August 13, 1973, but was not willing to rely on this one pair of wires over

the week-end August 18 and 19, 1973, because of the delays inherent in calling employes out to correct difficulties should such arise during this weekend period.

The Organization contends that the failure to allow the Claimant Telephone Maintainer to complete the changeover was in violation of Rule 107(a) Classification of Work--Electrical Workers.

The Carrier contends that the work in question was not exclusively Telephone Maintainers' work; that the changeover had to be completed and be in service by the weekend; that no other Telephone Maintainers were available to assist Claimant; and that since the Claimant is paid a monthly rate for all service performed the first five days of the work week, the Claimant would not have been entitled to additional compensation if required to work sufficient hours during the week to change all of the drops.

We find that the work in question is covered under Rule 107(a) which states in pertinent part:

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

The Carrier, indeed, initially properly assigned the work to the Claimant. During the week of August 13, however, the Carrier's supervision at Little Rock determined that the Claimant would not be able to change all the drops by the weekend and then assigned Signal Maintainers so that the Mobil line would be in service over the weekend. (Mr. O. B. Sayers' letter of May 6, 1974). Rule 107, itself, does not contain any exception under which the Carrier can take the work of one craft and assign it to another. The Carrier has its managerial prerogative in the assignment of work where an emergency exists. The burden of proof is on the Carrier to demonstrate the existence of an emergency, however, and, certainly in the case before us, no emergency was ever alleged or proven. The Carrier's need to have the second pair of wires available for the weekend was, as set out above, relating to the difficulties inherent in calling out employes to correct difficulties should such arise. Such is not an emergency situation. (See also Employees' Rebuttal, p. 2).

The Organization and the Carrier present conflicting assertions as to whether other Telephone Maintainers were available to help the Claimant. Relating narrowly to the assertions in the instant case, where no contractual exception exists or where no emergency is demonstrated, it is no defense for having transferred work of one craft to another to contend that the seven other Telephone Maintainers were not available to work on the project because of other assignments.

Concerning the Carrier's contention that Claimant would not have been entitled to additional compensation if he was required to work sufficient hours during the week of August 13, 1973, to change all of the telephone

drops, since the Claimant is paid a monthly rate. The Carrier concedes that it would have been impossible for the Claimant to finish the work by the 17th, (Carrier's Submission, p. 9). Indeed, if the Signal Maintainers required 73 hours to do the work during the week of the 13th, then the Claimant could not have, by himself, completed the job within a week. (The Carrier's own evidence shows, contrary to the Carrier's contention that the work was planned for the week of August 13 and had to be completed by the weekend of August 18 and 19, that Claimant Ballard worked on the changeover assignment a total of 88 hours from August 3 to August 23, 1973, (See Carrier's Submission, p. 4)).

In the instant case other Telephone Maintainers would have been required if the job were to be started and completed within the week of August 13 through 17. The work in question was clearly Telephone Maintainers' work and it is the Carrier's obligation to keep available sufficient employees of a craft so that the work granted exclusively to that craft by the Agreement can be completed by the members of the craft. When the work in question was wrongfully assigned to Signal Maintainers, the Telephone Maintainers of the Electricians' Craft lost work they were contractually entitled to. It is appropriate that there be a remedy for the work lost; and that it be paid to the Claimant.

While the Carrier contends in its Submission, p. 5, that 73 hours were not spent changing telephone drops by the Signal Maintainers, we find that such was never argued on the property and is thus not properly before us.

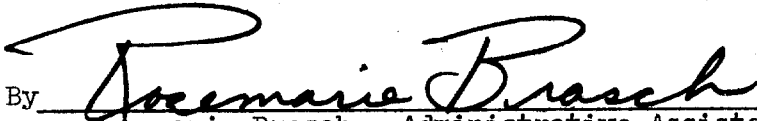
We shall sustain the claim at the straight time rate.

A W A R D

Sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

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