

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

Parties to Dispute: { International Brotherhood of Electrical Workers  
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 1 and 24 (a) of the Communications Agreement effective August 1, 1977, Memorandum of August 12, 1960.d, and Article III of the September 25, 1964 Agreement when Foreman Sisk and Engineer Neely were assigned to perform Communications Maintainers' work, thus, denying Communications Maintainer R. D. Babylon at Kansas City, Missouri his contractual rights under the Agreements and as supported in the Memorandum of August 12, 1960.d, on October 16, 1978.
2. That, accordingly, the Missouri Pacific Railroad Company be ordered to compensate Communications Maintainer R. D. Babylon two and seven-tenths hours (2.7') at the overtime rate for October 16, 1978.

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 were given due notice of hearing thereon.

The record indicates that the claimant was employed by the Missouri Pacific Railroad Company, hereinafter referred to as the Carrier, as a Communications Maintainer with assigned work week and bulletined hours, Monday through Friday, 7:30 a.m. to 4:00 p.m., stand-by day - Saturday, rest day - Sunday; headquarters - Kansas City, Missouri.

Mr. Sisk is employed by the Carrier as a foreman and Mr. Neely is employed by the Carrier as an engineer.

Rather than notify the certain personnel at the Carrier's Diesel Shop in Kansas City, Missouri of the need for a Communications Maintainer to make repairs to the radio hand set receptacle with the desire to install a radio hand set on MP Unit 1909, Foreman Sisk and Engineer Neely worked on the radio hand set receptacle to install a radio hand set on MP Unit 1909.

The Organization contends violation of the Rules governing Scope (Rule 1) and Seniority (Rule 24) which set forth the Communications Maintainers' right to perform work under this Agreement as they have regularly done, and the Carrier's responsibility to continue to recognize the rights of these employees to do such work.

Rule 1 - Scope of the Communications Agreement effective August 1, 1977 reads:

"RULE 1. SCOPE

This Agreement governs the rates of pay, hours of service and working conditions of all employees in the Communications Department specified in this Agreement engaged in the construction, installation, maintenance, repairs, inspection, dismantling and removal of telephone and telegraph transmission and switching systems and associated equipment such as telephone, telegraph and teletype equipment, fixed and mobile radio used for railroad operational purposes, (including microwave systems), closed circuit television, interoffice communications systems, yard speaker systems, and all work generally recognized as communications work; provided, however, that this will not prevent others acting under the direction of a Communications Supervisor or District Officer from utilizing spare equipment limited to plug-in modular units requiring no specialized knowledge or skills to restore service in cases of emergency.

NOTE: Nothing above shall prohibit a Supervisor in the Communications Department from inspecting and testing communications equipment and circuits in the performance of his duties."

Further, Rule 24 (a) - Seniority of the same Agreement which reads:

"RULE 24. SENIORITY

(a) Seniority of employees in each class covered by this Agreement shall be coextensive with the scope of this Agreement."

"clearly establishes exclusivity of the work in question" to be that of the Communications Maintainer, realizing, the Communications Maintainer is the only class of employees covered under the Communications Agreement effective August 1, 1977.

The Carrier raises as a defense the contentions that the Employees in this docket have failed to state facts upon which a claim or grievance can be based. In the absence of such facts, the Carrier submits that the claim should be denied. It is further the position of the Carrier that the claimant in this case, a monthly rated communication maintainer, would not have been compensated additionally above and beyond his monthly rate even if called in on Monday, the date of the claim, to correct a communications failure.

The Board notes that the Employee asserts that the foreman and engineer "worked on the radio handsets recepticle on MP unit 1909 with desires to install a handset". The Claimant has furnished no evidence in support of his factual contention. There is a lack of sufficient proof before the Board as to what work was performed or if it was ever completed.

Given the absence of proof sufficient to support the Employees contention and a lack of specificity the claim must fail.

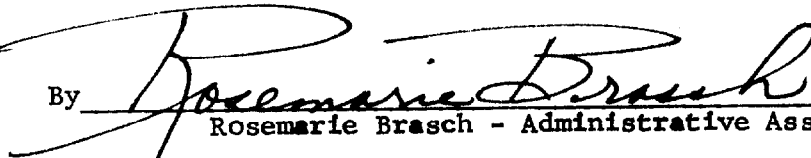
A W A R D

Claim denied.

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 10th day of November, 1981.

10

11

12

13