

The Second Division consisted of the regular members and in addition Referee John B. LaRocco 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 25 (a), (b) and (c), 26 (a) and (b), 106, and 107 (a) of the June 1, 1960 controlling agreement; Rule 100 of the Uniform Code of Safety Rules effective January 1, 1971 when Car Foreman Gwinn assigned himself to perform electricians' work Thursday, February 2, 1978, thus, depriving Electrician L. N. Hill of his contractual rights under the provisions of the Agreement at Houston, Texas.
2. That, accordingly, the Missouri Pacific Railroad Company be ordered to compensate Electrician L. N. Hill four hours (4') at the existing rate for electricians (\$7.66 per hour) for February 2, 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 waived right of appearance at hearing thereon.

Claimant, an Electrician, seeks four hours compensation arising out of the Carrier's alleged violation of Rules 25, 26, 106 and 107 of the controlling agreement. On February 2, 1978 at Settegast Yard, the Car Foreman hooked battery jumper cables from the battery of a forklift to the battery of a Car Department pickup truck to start the pickup's engine. The pickup truck is operated by a Carman. The Organization maintains that the work consisting of jump starting the pickup is exclusively reserved to the electrical craft by both Rule 107(a) and past practice.

We have recently considered this almost identical issue between these same parties in Second Division Award No. 8969. As we concluded in that case, the classification of work rule (Rule 107(a)) does not expressly cover this particular task and there is insufficient evidence of past practice to support a finding of exclusivity on this property. An examination of the historical practice showed that a number of crafts had performed the work.

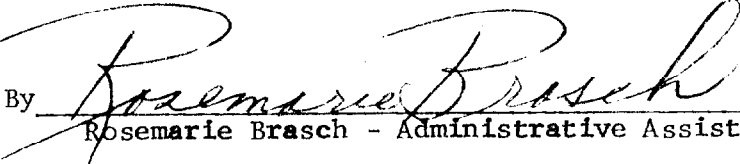
This case does present one factual difference. In Award No. 8969, the Foreman had instructed a Laborer to perform the work but, in the instant case, the Car Foreman himself performed the work. The Organization argues that, by connecting the jumper cables, the Foreman went beyond his customary supervisory duties of instructing and directing the work force. However, even if the Foreman should have assigned the work to an employe in one of the crafts, there is still no showing that electrical workers, to the exclusion of all others, are entitled to perform the disputed work. See Second Division Award No. 5177 (Harwood). Thus, Claimant did not have an absolute right to perform this particular task on this property.

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 March, 1982.