

AWARD NO. 10
DOCKET NO. 10
ORT CASE 3514

SPECIAL BOARD OF ADJUSTMENT NO. 506

THE ORDER OF RAILROAD TELEGRAPHERS
vs.
MISSOURI PACIFIC RAILROAD COMPANY
Roy R. Ray, Referee

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific (Gulf District), that:

1. The Carrier violated Scope rule of the Linemen's Agreement when, on February 5, 1961, it caused, required or permitted Division Linemen W. P. Schomer to perform work of removing printer equipment, base station radio equipment and telephone equipment from the Yard Office at San Antonio, Texas, and also installing Dispatcher's telephone equipment in the relocated Yard Office. The Carrier failed to call Telephone and Telegraph Maintainer J. R. Funk, under whose classification this work belongs.
2. The Carrier shall compensate J. R. Funk, Telephone and Telegraph Maintainer, San Antonio, Texas, for a call of three (3) hours in accordance with Rule 18, Section 1-(m)-Service on Rest Days -- Paragraph 11 B (1)."

OPINION OF BOARD:

In the early morning of Sunday, February 5, 1961, a fire partially destroyed the Yard Office at San Antonio, Texas. In an effort to save telephone, telegraph and radio equipment located in the building from damage or loss, Yard Office personnel removed it from the burning building. Firemen covered it with tarpaulin to prevent damage from rain. Late in the afternoon after the fire was out, Carrier had Division Linemen move the equipment inside to protect it from the weather. After this, Carrier had Division Lineman Schomer install a phone in a booth set up as a temporary Yard Office. About a month later, when repairs to the permanent Yard Office had been made, Telegraph and Telephone Maintainers were called in to install the telephone, telegraph and radio equipment.

While the claim asserts a violation of the Agreement in permitting linemen to remove the equipment from the Yard Office, it has been agreed by the Employee Representative that an emergency situation existed at the time of the fire and that removal of the equipment under these circumstances did not constitute a violation.

The real dispute in this case is over the installation of the phone in the temporary Yard Office in the afternoon. Employees contend that under Rule 2(b) of the Agreement this work belongs to the Telephone and Telegrapher Maintainer. Carrier argues that an emergency condition existed under which it was proper for the Lineman to do the installation. It says the situation is analogous to a derailment where it is recognized that such work may be done by a lineman.

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There is no doubt that a lineman installed a phone in the temporary Yard Office. This was done in the late afternoon after the fire was out and the equipment was safe. In our view, this work of installation clearly belongs to the Telephone and Telegrapher Maintainer under the express provisions of Rule 2(b) of the Agreement. The only time when such work may be done by someone else, such as a lineman, is in case of an emergency. Here, while an emergency was created by the fire, we hold that it had ended when the fire was extinguished and the equipment was safe. At the time Lineman Schomer installed the phone in the temporary Yard Office on the afternoon of February 5th, the telephone, telegraph and radio equipment had already been moved inside out of the weather. There was plenty of time for Carrier to call Claimant to do the work of installation. We do not regard this situation as at all analogous to a derailment. This occurred at the San Antonio Yard Office and Claimant was available to perform the work.

For the foregoing reasons, we hold that the work of installing the phone belonged to Claimant and that Carrier violated the Agreement in assigning it to a lineman.

FINDINGS: That the Agreement was violated.

AWARD

Claim sustained to the extent indicated in the Opinion.

SPECIAL BOARD OF ADJUSTMENT NO. 506

/s/ Roy R. Ray
Roy R. Ray - Chairman

/s/ D. A. Bobo
D. A. Bobo - Employee Member

/s/ G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
July 29, 1963
File 279-169