Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 10393
Docket No. 9541-T
2-SOU-EW-'85

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Southern Railway Company

Dispute: Claim of Employes:

1. That the Southern Railway System violated and continues to violate the current working Agreement when on or about June 30, 1980 allowed supervisors to work on radio control trains and doing radio inspections on radios associated with that equipment, which is work reserved to the Telephone Maintainers' seniority roster.

2. That accordingly, the Southern Railway System be ordered to compensate Telephone Maintainer H. R. Holmes, Jr. at the rate of one hour and a half for each radio inspected and/or serviced.

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 employes 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.

Claimant is a regularly assigned Telephone Maintainer at Debutts Yard located in Chattanooga, Tennessee. According to the Employes, on or about June 30, 1980, the Carrier allowed its Supervisors to work on the radio control trains and/or to perform radio inspections on the radios associated with that equipment. The Employes contend that Carrier should have sent this work to the radio shop for the Telephone Maintainers to perform as it did in the past.

The Employes argue that pursuant to the Mediation Agreement dated January 27, 1965; and the September 1, 1951 Memorandum Agreement all radio equipment on locomotives and cabooses, with certain enumerated exceptions, is to be installed and maintained by Telephone Maintainers. It is the Employes' contention that the Carrier violated these rules, which rules provide no exceptions, when it assigned Supervisors, who are not Telephone Maintainers, the aforementioned work on or about June 30, 1980. The Employes insist that Supervisors inspected, adjusted and maintained radios and their components contrary to these specific contractual provisions. Consequently, Telephone Maintainers who should have been assigned this work must be compensated for the time expended by Supervisors in performing work reserved to them, the Employes assert.

Initially, the Carrier alleges that the claim originally presented to it was amended by the Employes when the name(s) of the aggrieved employees were changed when the claim was appealed to it. The Carrier insists that the instant claim must be dismissed as a result. And even were the claim at hand not procedurally defective, the Carrier contends that there was no violation of any agreement rules since no work reserved to Telephone Maintainers was performed by Supervisors on or about June 30, 1980.

It is clear from the agreement rules cited by the Employes that Telephone Maintainers on this property are reserved the work of installing and maintaining radio equipment used in train service. The central question to be resolved in this dispute is whether Supervisors performed work reserved to Telephone Maintainers on or about June 30, 1980.

There is simply no persuasive evidence in the record before us that Supervisors performed any adjustments or repairs to radios used in train service. The Employes have not convinced this Division that Supervisors repaired, performed frequency adjustments, or modified any radio equipment on or about June 30, 1980. The Carrier has convincingly demonstrated that Supervisors merely prepared Form 697 indicating that a particular radio was in a certain location. This function, of course, does not constitute the installation and maintenance of radio equipment used in train service. Accordingly, Telephone Maintainers were not entitled to this work. The instant claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of May 1985.