

Award No. 1345

Docket No. 1281

2-UP-EW-'49

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

UNION PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1—That under the current agreement the carrier improperly transferred the work of installing and maintaining telephones and telephone equipment from electricians employed in the telegraph department to employes of the signal department since about January 1, 1948.

2—That accordingly the carrier be ordered to restore the aforementioned work to these said employes of the electrical workers' craft.

EMPLOYEES' STATEMENT OF FACTS: Beginning with and since January, 1948, the carrier has taken telephone equipment work away from the electricians in the telegraph department and assigned it to employes in the signal department. This originated between Salt Lake City, Utah, and Milford, Utah, when the signal department employes were assigned to install telephone equipment, such as voice frequency terminal carrier equipment, including oscillators, modulators, demodulators, amplifiers, etc.

This telephone equipment comes from the factory wired as an integral unit, which must be installed, connected to the line wires, inspected and adjusted when put in service and subsequently maintained.

The carrier has declined to restore this telephone equipment work to the electricians employed in the telegraph department, allegedly for the reason the transfer thereof to the signal department employes is not in violation of the agreement made with System Federation No. 105, effective August 1, 1943.

The agreement and letter understandings, hereinafter identified, are controlling:

- (a) The printed agreement effective August 1, 1943.
- (b) Copy of letter submitted, dated January 31, 1946, signed by the superintendent telegraph, marked Exhibit A.
- (c) Copy of letter submitted, dated February 8, 1946, accompanied by copy of letter dated February 1, 1946, both signed by the general signal engineer, respectively marked Exhibits B and B-1.
- (d) Copy of letter submitted, dated February 8, 1946, signed by the superintendent telegraph, marked Exhibit C.

Mr. McGan's letter of March 4, 1948, addressed to Mr. Perkins (carrier's Exhibit 17) asserted that the electrical employes should install and maintain:

- (1) telephones and telephone equipment,
- (2) repeater station equipment (amplifiers, filters, etc.) and
- (3) carrier terminal equipment, including oscillators, modulators, demodulators, amplifiers, etc.*

Subsequently, General Chairman McGan, in letter dated September 9, 1948 (carrier's Exhibit 23), stated that he was only:

“* * * insisting * * * that this agreement and understanding (the September 1942 agreement) * * * be complied with.”

The agreement and understanding made in September, 1942, has been and is being complied with and this attempt on the part of the electricians' organization to enlarge upon that agreement is without basis and should be rejected.

CONCLUSION.

In conclusion, the carrier has shown:

- (1) This Board has no jurisdiction or authority under the Railway Labor Act to hear and determine this controversy, because it is a jurisdictional dispute between two unions.
- (2) Should the Board take jurisdiction of this dispute, it must deny the claim as wholly lacking in merit because:
 - (a) The work under dispute is not included in the scope of the electricians' agreement, and
 - (b) The dispute was resolved and settled with the agreement of September, 1942.

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.

The parties to said dispute were given due notice of hearing thereon.

The record discloses that telephones and telephone circuits are joined to the C. T. C. system at filters and/or apparatus functioning as filters, separating the code and/or code carrier line of said system from the telephones and telephone circuits leading thereto; and by an agreement mentioned below by and between the parties in interest the connections to these filters and/or apparatus functioning as filters are the points where ends the work of the electrical workers.

* In this letter (carrier's Exhibit 17) General Chairman McGan recognized the September, 1942, agreement when he stated that "it was verbally agreed * * * the telephone equipment would be taken care of by the IBoFEW." Mr. McGan attempted in this letter to enlarge "telephone equipment" to include all those items represented above. However, as shown heretofore, the September, 1942, agreement included "telephone equipment" up to the point where the telephones were joined to the CTC line.

The situation here involved should be not only adjusted (if necessary) to these findings, but also controlled thereby until and unless the oral agreement of September 19, 1942, be changed by the parties in interest.

AWARD

Claim disposed of per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of November, 1949.