

Award No. 2095

Docket No. 1902

2-ACL-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee David R. Douglass when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier is improperly using Telephone Linemen as Telephone Maintainers without granting them seniority and paying them Telephone Maintainers' rate of pay.

2. That accordingly the Carrier be ordered to grant the Telephone Linemen set forth in the facts seniority as Telephone Maintainers and pay them the difference between Linemen's pay and Manitainers' pay for each day used as Telephone Maintainers.

EMPLOYEES' STATEMENT OF FACTS: The following telephone linemen (hereinafter referred to as the claimants) were employed as such on the dates appearing after their names:

"E. R. Tanner	9-18-52	D. H. Beran	3-5-53
R. T. Patterson	11-23-52	R. L. Cobb	4-13-53
J. C. Dudley	12-8-52	W. C. Bradley	5-24-53
J. T. Langston	12-1-52	Samuel Bradshaw	5-4-53
R. S. Cain	2-1-53	R. M. Gordon	7-22-53
W. G. Gardner	3-10-53	Cleo Passamore	9-28-53
Jack Leffler	4-1-53	Fred Browning	9-28-53
D. M. Summerford	5-11-53	W. M. Lamm	9-20-53
H. L. Crews	3-15-53	C. F. Harrell	8-10-53"

The following is a list of telephone linemen who have been employed as telephone maintainers and the dates they were hired as linemen and dates they were granted seniority as telephone maintainers.

ment governing the rates of pay or working conditions of telephone linemen, as this group of employes is not represented by the International Brotherhood of Electrical Workers or any other organization. Consequently, the I. B. E. W. has no authority by which it may come before your Board seeking a rule governing telephone linemen, and, of course, your Board is without authority to grant such a rule to any organization, as the writing of rules is not a function of your Board.

Carrier believes that sufficient information has been presented to show that the claim progressed to your Board is not the claim which was progressed on the property and, even if it were, there is no basis therefor. It naturally follows that the claim must be denied.

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 indicates that telephone linemen have been given telephone maintainer's pay and have received telephone maintainer's seniority dates as of the first dates when telephone maintainer's work was performed by linemen.

The history of the use of telephone linemen on this property is that linemen are used in the construction of telephone lines and that the carrier employes linemen only when the Western Union Telegraph Company does not have forces available to perform the construction work or else when Western Union has an insufficient number of linemen to perform the work speedily. The record reveals that linemen's work has always been in connection with pole line construction and said linemen are a part of construction gangs.

In instances where linemen have been used to assist maintainers in the installation of equipment, the linemen have been given seniority dates and have received maintainer's rate of pay for the performance of the maintainer's work so performed.

From a study of the record, in its entirety, we must conclude that the organization is here attempting to include linemen under the terms of the maintainers' agreement when the work performed is such as has always been considered the work of linemen and not work considered as maintainers' exclusive work. This Board is without authority to include the linemen in the provisions and benefits of the maintainers' agreement unless the work performed by linemen is that exclusively granted to maintainers by their (maintainers') agreement.

AWARD

Part 1 of Claim denied.

Part 2 of Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of April, 1956.