

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19477
Docket Number TE-18559

Frederick R. Blackwell, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Formerly Transportation-Communication Division, BRAC)

PARTIES TO DISPUTE: (
(Southern Pacific Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication, BRAC, on the Southern Pacific Railroad (Pacific Lines), that:

1. Carrier violated the terms and intent of the current Telegraphers' Agreement commencing during January and February, 1967, and continuing on each of three shifts daily thereafter at Colton, Indio and El Centro, California, and Yuma, Arizona, when it removed Wire Chief work at those stations from the employees to whom it belongs and required or permitted it to be performed by employees not subject to our Agreement.

2. As a consequence of these violations, the Carrier now shall be required to:

(a) Restore said work to employees subject to our Agreement at Colton, Indio, El Centro and Yuma.

(b) Commencing sixty (60) days retroactive from date you receive this claim, and continuing until violations cease, for each of three shifts each consecutive calendar day, at Colton, Indio, El Centro and Yuma, pay a day's pay at straight-time Wire Chief rate in effect at that station as of March 1, 1967, to the senior qualified extra Wire Chief on the Los Angeles Division who is available for each shift; or,

When no qualified extra is available for a shift pay eight (8) hours at overtime rate of his position to the senior qualified regular assigned Wire Chief employee available due to observing rest day at or nearest to that station.

Rates referred to above subject to general changes in Wire Chief rates during the life of this claim.

Each of the following regular assigned Wire Chief employees or his or her successor, are claimants:

<u>STATION</u>	<u>NAME</u>	<u>POSITION</u>	<u>REST DAYS</u>
COLTON:	W. C. Edwards	1st WC-PMO-Clk	Sat. & Sun.
"	M. E. Smith	2nd WC-TC-PMO	Mon. & Tue.
"	F. R. French	3rd WC-TC-PMO	Thur. & Fri.
"	L. G. Cundiff	Relief WC-TC-PMO	Tue. & Wed.
INDIO:	D. G. Dent	1st WC-TC-PMO	Sat. & Sun.
"	R. L. Stewart	2nd WC-TC-PMO	Mon. & Tue.
"	J. E. Senn	3rd WC-TC-PMO	Thu. & Fri.
"	L. Rosenfield	Relief WC-TC-PMO	Tue. & Wed.
"	R. E. Clifford	Relief WC-TC-PMO	
		Colton-Indio	Fri. & Sat.
EL CENTRO:	R. J. Mitchell	1st WC-TC-PMO	Sun. & Mon.
"	R. A. Martin	2nd WC-TC-PMO	Tue. & Wed.
"	G. W. Lichte	3rd WC-TC-PMO	Fri. & Sat.
"	R. S. Bothun	Relief WC-TC-PMO	Wed. & Thur.
YUMA:	H. D. Hodges	MGR-WC-PMO-Clk	Sat. & Sun.
"	J. P. Ray	2nd WC-TC-PMO	Mon. & Tue.
"	*Unassigned	*3rd WC-TC-PMO	Fri. & Sat.
"	W. T. Huey	Relief WC-TC-PMO	Wed. & Thur.
"	R. L. Metzger	Relief WC-TC-PMO	
		Yuma-Indio-El Centro	Thur. & Fri.

(* Next regular assigned incumbent to become a claimant upon acquiring this position, and his successor likewise.)

(c) Consent to and cooperate in a check jointly with this Union to determine the facts in any dispute of fact which arises in the course of settling this claim, including but not necessarily limited to identification of proper claimant for each claimant, and certification that all work has been restored.

CARRIER DOCKET: TEL 152-1573 - BU-13483/53

OPINION OF BOARD: This is a Scope case in which it is alleged that work belonging to Telegraphers under their Agreement with Carrier was performed by employees outside the Agreement at Colton, Indio, and El Centro, California, and Yuma, Arizona. The claim seeks an award, commencing sixty (60) days retroactive from date of receipt of claim, and continuing until alleged violations cease, at straight-time Wire Chief rate for each of three shifts at the specified stations.

Third party notice was given to Railway Employees Department, AFL-CIO, the representative of the employees alleged to have performed the disputed work.

FACTS

Prior to this claim the equipment involved in this dispute, i.e., multiplex carrier equipment, was located in telegraph offices at Colton, Indio, and El Centro, California, and Yuma, Arizona. Wire Chief employees at these stations performed the work of testing, patching, and regulating the multiplex equipment during its normal operation.

In January and February, 1967, the Carrier replaced the long distance telephone lines affecting these offices with a micro wave system.

CONTENTIONS OF PARTIES

Petitioner filed claim after the January and February, 1967, changeover, asserting that, during the changeover, the multiplex equipment was removed from each of these offices and relocated in nearby huts, and that the work of testing, patching, and regulating the equipment was transferred to employees not covered by the Telegraphers' Agreement. The basis of the claim, to which both parties addressed a substantial volume of pro and con evidence, is that such work belonged to Wire Chiefs under the Scope of the Agreement and also under an oral agreement covering the specific work.

Carrier's position is that particular dates and specific violations have not been alleged and, further, that the work is not exclusively reserved to Wire Chief employees under the Telegraphers' Agreement. In addition, Carrier denied that equipment was removed from offices and relocated in huts and specifically stated that "some, but not all, equipment was removed from these offices; however, it was not relocated in the Microwave Huts but was either retired or diverted for use elsewhere on our system." (Carrier letter, August 23, 1968.)

Carrier took the further position that the equipment changeover had caused "no basic" change in Wire Chief work at the involved offices. In this regard Carrier's Assistant Superintendent of Communications submitted the following statement:

"There has been no basic change in the testing & regulating procedures performed by Wire Chief at Colton; Indio, El Centro & Yuma. They continue testing & regulating of physical wires from the Wire Chiefs switchboards in their offices. Test tone levels are run into mods & checked at demods. They continue checking of E & M dialing as well as the telegraph carriers circuit serving their offices. In making these checks the wire chief continue to use the basic test meters that have always been assigned each office.
No equipment moved to Hut."

The General Chairman's position regarding the above was stated as follows in a letter of June 3, 1968:

"With reference to the Memo handwritten and 'signed' with rubber stamp 'GEM Jun 12 1967', which allegedly was furnished by Assistant Superintendent of Communications Mr. G. E. Moss, I told you in conference January 19 that the statements made therein were inaccurate, except that I said I was going to check further concerning the allegation that Wire Chiefs at stations in dispute 'continue checking of the E&M dialing as well as the telegraph carriers circuit serving their offices.' I have found it true that the equipment remaining in their offices does make it possible for them to check E&M dialing. This, however is a very minor portion of the overall testing, regulating and patching work formerly done by them."

RESOLUTION

Though the lack of allegations as to particular dates and specific violations was raised on the property, Petitioner's submission to the Board states that "the Employees were unable to determine when the alleged violations were occurring." In view of Petitioner's admitted inability to supply the specifics which are necessary to adjudicate this claim on the merits, we are constrained to deny the claim for lack of essential specificity.

In our recent Award 19416 (Cull), involving these same parties, we sustained claims which showed the specific dates that employees not covered by the Agreement had performed wire chief work in the form of patching telephone circuits at the switchboard, Richmond Station. But in the same Award we denied the claims for violations alleged to have occurred on "subsequent" dates by ruling that:

"... in line with similar precedent established by awards of S.B.A. 553 (these parties) the claim for dates subsequent to December 4, 1962, must be denied for lack of specificity."

The record before us is equally lacking in specificity and we shall deny the claim.

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FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 17th day of November 1972.