

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20580
Docket Number CL-20608

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship
(Clerks, Freight Handlers, Express and
(Station Employees
(
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7472) that:

1. Carrier violated the Linemen's Agreement, in particular, Rule 1 and Rule 2 (b), when, beginning October 1, 1970, and continuing seven days per week, it required Carmen and Apprentice Carmen, employees who are not covered by the Linemen's Agreement, to check and test Radio-Telephones in Carrier cabooses at San Antonio, Texas, while such cabooses are located on the Caboose Supply Track (Carrier's File 279-1119).

2. Carrier shall now be required to compensate Telephone and Telegraph Maintainers J. R. Funk and T. L. Turland, beginning October 1, 1970 and continuing until the violation is corrected, as follows:

- (a) Two hours' pay at straight time rate for each claimant, Monday through Friday of each week;
- (b) Three hours' pay at punitive rate for each claimant, each Saturday and Sunday of each week.

OPINION OF BOARD: Petitioner argues that the Carrier violated the parties' Agreement when Carmen and Carmen Helpers were permitted to check and test radio-telephone equipment installed in Carrier's cabooses, when such cabooses were located on the Caboose Supply Track between train assignments. Carrier joined the Brotherhood of Railway Carmen of America as a Third Party in the dispute (TCEU v. UP, 385 U.S. 157-166); and notice was given to the Carmen's Union, which did participate in the proceeding before the Division and did file a Third Party Submission in the dispute.

The crux of petitioner's case is that Carmen and Carmen Helpers are checking and testing radio-telephone equipment and that such checks and tests involve the use of equipment of their craft, such as hydrometers and voltage meters. Tests of this nature, petitioner argues, are work reserved to its craft by its Scope Rule. The Carrier defends by stating that the tests involved do not require the performance of functions connected with Linemen's duties, and that no equipment is used in making such tests, and that they involve but a simple voice

check to determine if a particular radio in a particular caboose is operational prior to releasing the unit for a train assignment. Further, the Carmen's Union indicates that Carmen and Carmen Helpers merely are making a simple voice check to determine if the radio-telephone is operational; and if it is not, Linemen are notified so that any malfunctions can be corrected by them.

Petitioner, while alleging something more than a voice check, has not submitted evidence to support this allegation. If such evidence had been submitted, and if in fact the radio-telephone checks performed by Carmen and Carmen Helpers involved something more than a simple voice check, our findings may have differed. However, we do not think that a simple voice check of a radio-telephone to determine if it is operational is the same as performing the work of checking and testing radio-telephone equipment.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 we will deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 17th day of January 1975.