

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: (System Federation No. 42, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the current working agreement, particularly Rules 1(a) and 29(a), when Carrier required and permitted Signal Maintainers to assist Communications Maintainer in the performance of work belonging exclusively to Seaboard Coast Line Communications Maintainers on March 6, 1975.
2. That, accordingly, the Carrier be ordered to additionally compensate Communications Maintainer J. L. Haywood six (6) hours and thirty (30) minutes at his punitive rate of pay.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 waived right of appearance at hearing thereon.

This claim is in behalf of Communications Maintainers who allege exclusive jurisdiction over the installation and removal of Company-owned communications supports (i.e., poles), including those that support both communication wires and signal wires. The Carrier violated the agreement, Petitioner (IBEW) asserts, by permitting Signal Maintainers (Brotherhood of Railroad Signalmen) to assist the Communications employees. The Signalmen's Organization was made a party to this dispute and their statement, filed in the record of this Appeal, is hereby acknowledged.

The Electricians' Organization relies on Rule 1 (a) -- Classification of Work Rule--Communications Maintainer, of their Agreement which provides in part:

"Communications Maintainers' work shall include constructing, installing, repairing, maintaining, inspecting, testing and removing of Company-owned: communication lines and their supports..., together with all appurtenances, devices, apparatus and equipment necessary to said systems and devices as named herein, and all other work generally recognized as Communications Maintainers' work....

No employee other than those classified herein will be required or permitted to perform any of the work covered by this Agreement."

However, Rule 1(a) lends no support to Petitioners' position. It is silent about poles that support both signal and communication wires. Hence, since the rule is neither specific nor unambiguous with respect to the situation at issue in this case, we must look to past practice. Viewed from this perspective, the record indicates that both crafts have participated in the work described herein (where poles are used for both communication and signal wires) and that neither craft has demonstrated exclusive right to such work on the basis of system-wide custom, tradition, or past practice.

Petitioner also relies on a Carrier letter dated December 20, 1967 which deals with contracting out work "involving relocation of poles, crossarms, wires, etc.," and provides that when such work is contracted out, "a telephone maintainer will be present to lend assistance to the contractor." This letter is construed by Petitioner as assigning exclusive jurisdiction to Electrical Workers over Signalmen, especially since Signalmen have no such letter. Petitioner's reliance on this letter for purposes of establishing exclusive jurisdiction is misplaced, in our judgment, since it refers to and relates only to the Carrier's right to subcontract the relocation of poles to outside firms.

Prior awards of this Board have found that the work involved in this dispute does not belong exclusively to either the Electricians or the Signalmen and that, therefore, this work may be assigned to either.

We concur with these previous Awards and hold that Carrier did not violate the Electrical Workers' Agreement by utilizing both communications employees and signal employees in the performance of the involved work. The poles involved in this work were in fact used jointly for communications and signal lines. Given this fact, both the signal employees and the communication employees had claim to this work, and the utilization of both groups of employees to perform the work does not

constitute a violation of the Agreement. (See Second Division Awards 7215, 5781, and 5644, among others.)

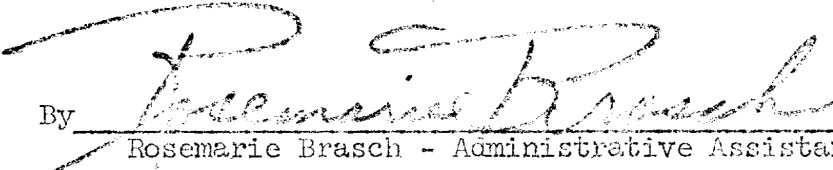
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of July, 1978.