

The Second Division consisted of the regular members and in addition Referee Higdon C. Roberts, Jr. when award was rendered.

Parties to Dispute: { System Federation No. 45, Railway Employees'
Department, A. F. of L. - C. I. O.
(Electrical Workers)
{ St. Louis Southwestern Railway Company

Dispute: Claim of Employees:

1. That the St. Louis Southwestern Railway Company violated the controlling agreement when Lineman M. W. Williams was improperly compensated for service rendered on October 17, 18, 19, 20, 23, 24 and 25, 1978 splicing cables on a higher rated position.
2. That accordingly Lineman M. W. Williams be additionally compensated the amount equal to the difference between the rate of pay he received (Division Lineman - \$1,530.87) and that of the rate of pay required for cable splicing (Equipment Installer - \$1,648.62) for each of the following days: October 17, 18, 19, 24, 25 - eight (8) hours each day; and, October 20 and 23, 1978 - four (4) hours each day.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The claimant (M. W. Williams) claims he should have been paid a rate differential for cable splicing. He is employed normally as a Division Lineman, but that on a number of named dates, he was required to splice cable, which is Equipment Installer work, and he's entitled to the higher rate of the Equipment Installer. The organization contends Subsection 2 of Rule 2 classification of work, quoted below, is controlling:

"2-2 Division Lineman - Lineman assigned as division lineman to maintain a district, to install, maintain, assemble, dismantle, inspect, adjust, test and repair communicating circuits and equipment, including radio. Building, inspecting, repairing, maintaining and dismantling pole lines and supports, line wires and cables (not cable splicing). Locating and clearing trouble

"inside and outside in connection with telegraph, radio and or telephone service. Assisting equipment installers, telephone shop equipment men and cable splicers." (Underscoring added)

A reading of this rule in conjunction with Rule 2-1 classification of work, Equipment Installer

"2-1 Equipment Installers - Lineman assigned as equipment installers and cable splicers, to consist of radio, telegraph and telephone equipment installers, to build, install, maintain, assemble, dismantle, inspect, adjust, test and repair radio, telegraph and telephone equipment and associated wiring in accordance with specifications, with or without drawings and without individual supervision." (Underscoring added)

would, because of the language specificity, seem to sustain the claim.

However, the carrier contends the words "cable splicing" refer to lead cable only and that traditionally (25 years) plastic cable has been repaired and spliced by Linemen. In support of this, carrier gives a list of specific places where such work has been performed in the past:

- "1. Two miles of cable, General Office Building to microwave house in Tyler.
2. Approximately 3/4 mile of cable in Commerce.
3. One and 1/2 miles of cable, microwave house to depot in Corsicana.
4. Yard speaker cables in Tyler, spliced and rerouted to accommodate new yard office.
5. Yard cables in Pine Bluff, E. St. Louis and Shreveport, repaired and/or replaced."

Further carrier states, and the organization did not disagree, there has been no similar claim filed since the introduction of the plastic cable. We find the organization's statement that they were unaware of this type of work being done by Lineman specious.

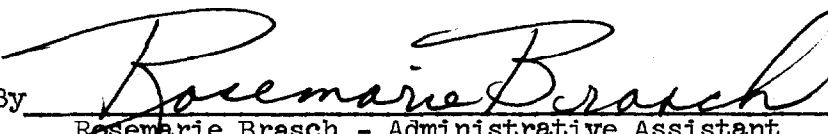
From the evidence, it is apparent that the cable splicing (plastic) performed by the claimant is a work practice mutually accepted over a long period of time. Such longstanding, unquestioned past practices constitute acceptance of the interpretation of the carrier in the instant case.

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 23rd day of July, 1980.