NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 19604
THIRD DIVISION Docket Number X-17641

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen

(Southern Pacific Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company (Pacific Lines) that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958, including revisions). when it failed and/or declined to apply the Scope rule which resulted in the violation of Rule 70, by assigning recognized signal work to employes who are not covered by the Classification Rules of the Signalmen's Agreement, at Jennings Hump Yard on August 26, September 7, 8, 12, 13, 14, and 15, and October 7, 1955.

(b) Mr. S. E. Bradley and Mr. A. E. Sidwell be allowed eight (8) hours each at their prevailing rates for August 26, September 7, 8, 12, 13, 14, and 15, and October 7, 1966.

(c) Any future installation of this type be assigned to employes covered by the Classification rules of the Signalmen's Agreement. /Carrier's File: SIG 152-214/

OPINION OF BOARD: On claim dates, Carrier assigned the work of installing and maintaining flange oilers and their detectors to employes covered by the Maintenance of Way Organization. On these same claim dates, Carrier assigned the work of installing a Raco Magnetic Detector with relays and circuitry, to the employes covered by the Electricians' Agreement. A portion of the circuitry installation was performed by Signalmen. In this dispute, the Brotherhood of Railroad Signalmen of America contend that the above described work was improperly assigned to Electrician and Maintenance of way employees. Notice of the pendency of this claim was properly transmitted to the Electrician and Maintenance of Way Organizations. These submissions allege that Carrier properly assigned the work involved in this dispute. The Signalmen's Organization contends that during 1963, Carrier installed a flange oiler between the retarders and power switches of the retarder system to reduce flange wear in the switches; that the Signalmen employes installed a French Silec Contactor which was also maintained by Signal employes and which controlled the flange oilers on the power switches; that the magnetic detectors are connected by means of a signal circuitry to the retarder system and are, therefore, an integral part of the retarder system; that the Raco Magnetic Detector is a substitute for a track circuit; and that, therefore, the assignment of the involved work to employes covered by other than the

Signalmen's Agreement is a violation of the Scope Rule of Claimants. Carrier denies that the involved work is covered by the Scope Rule of Claimant's Agreement; that the installation of the "Silec Rail Detector" was Performed by Signal Department employes only on one occasion; that this work is not performed by Signal Department employes on a system wide basis; that the "Raco Magnetic Detector" are not a part of either the signal system or car recorder system, and that, therefore, this claim should be denied.

The record in this dispute discloses that only on one occasion did Carrier assign the installation of a "Silec Rail Contactor" to Signal employes, and in that particular case, this work was assigned to Signal employes only for the reason that it was available in the Roseville Signal Shop at the time it was needed on an experimental flange oiler. The Scope Rule is void of any specific reference to the involved work. Therefore, since the involved work is not defined under the Signalmen's Scope Rule, the Organization must show by a preponderance of competent evidence that by tradition, custom and practice on this property, they have performed such work to the exclusion of all others. The record in this case shows that the Organization has failed to sustain that burden.

The record further discloses that the primary function of the flange oilers installed at Roseville, actuated by the "Raco Magnetic Detectors" was to increase the rollability of the cars being classified to preclude the incidents of overspeed i-pacts caused by stalling cars. This Board finds that said flange oilers are not a part of either the Signal System or a Car Retarder System.

This Board finds that Carrier, in this instance, properly apportioned the work involved in this dispute.

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 Employes involved in this dispute are respectively Carrier and Employes 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. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1973.