

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22144
Docket Number SG-21696

Irwin M. Lieberman, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Southern Pacific Transportation Company
(Pacific Lines)

STATEMENT OF CLAIM: "Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (former Pacific Electric Railway Company):

claim No. 1,

'(a) **The** Southern Pacific Transportation Company (Pacific Lines) violated the current agreement between the (former Pacific Electric Railway Company) and its **Employees** represented by the Brotherhood of **Railroad Signalmen**, effective September 1, 1949 (including revisions) particularly the Scope **Rule** and Rule 7 of Article 1, **when** it allowed a **Southern Pacific Communications** crew (consisting of **one Foreman and four men**) to perform work on **former** Pacific Electric property **that** properly belongs to **former** Pacific Electric Signal **Employees**.

(b) **Messers. F. Suddarth, G. Ochoa, A. Keelin, P. Meaders and R. Jaramillo** be allowed eight hours compensation each at their respective **Ro Rata** rates for the **following** dates each, October 24, and **25**, 1974.
[Carrier's file: SIG 152-347]

Claim No. 2,

(a) The Southern Pacific **Transportation** Company (Pacific Lines) violated the current **agreement** between the (**former** Pacific Electric **Railway Company**) and its **Employees** represented by the Brotherhood of **Railroad** Signalmen effective September 1, 1949 (including revisions) particularly the Scope Bule and Bule 7 of Article 1, **when** it allowed a Southern Pacific **Communications** **Employee not subject to the Signalmen's** current **Agreement** to perform work, on former Pacific Electric property, that belongs to **former** Pacific Electric Signal **Employees**.

(b) **Mr. G. Ochoa** be allowed three hours pay for **on** or about December 3, 1974 and also three hours pay for **on** or about December 4, 1974, at the straight time rate."

[Carrier's file: SIG 152-348]

OPINION OF BOARD: This dispute involves the former Pacific Electric Railway Company, which became part of the Southern Pacific company (Pacific Lines) on August 13, 1965 through merger. The work in question, performed by a Communications Crew (represented by the International Brotherhood of Electrical Workers) of the Southern Pacific Company, was the installation of a Carrier owned telephone cable and its hook-up on Pacific Electric property in late 1974. Petitioner asserts the right to such work by Signal forces on the former Pacific Electric property. In view of the apparent interest in the outcome of the dispute by the electricians of the Southern Pacific Company, the International Brotherhood of Electrical Workers was invited to participate as a third party in this dispute; that Organization presented a statement of position for consideration in the resolution of the dispute by this Board.

Prior to 1951, Pacific Electric maintained a separate telephone system on its property under the jurisdiction of the Signal Engineer and serviced by signal employees coming under the applicable Agreement. That system was abandoned shortly after April of 1968 and a commercial (outside) telephone company operated the telephone system on Pacific Electric property. Since 1963 employees of the Communications Department (electricians) have assisted the commercial telephone company in the maintenance of portions of the cable on Pacific Electric property. On the property of Southern Pacific, the Communications Department employees have been responsible for maintaining the Carrier-owned telephone lines and coordinating their work with that of the commercial company. It must be noted that the record indicates that the work accomplished in late 1974, subject of this dispute, was not under the jurisdiction of the Signal Engineer.

Petitioner relies in its claim on the provisions of the Scope Rule and Rule 7. Those rules provide:

"SCOPE

This Agreement covers the rates of pay, hours of service, and working conditions of all employees, classified in Article 1, engaged in the supervision, construction, installation, repair, reconditioning, inspecting, testing and maintenance, either in the shop or in the field, of any and all signal and telephone systems and/or interlocking systems, including all apparatus and devices in connection therewith, and such other work as is generally recognized as signal work."

Article 1 (Rule 7) provides:

"Rule 7. Signalman: An employe assigned to perform mechanic's work on electrical or mechanical signal or telephone apparatus **under** the jurisdiction of the Signal Engineer."

In addition, Petitioner asserts that the **work in** question was under the jurisdiction of the **Signal** Engineer. **However**, no factual basis for this latter assertion appears in the record.

This dispute turns on whether or not the **Scope Rule** together with **Rule 7 control who may perform the work** in question. An **examination** of the Scope Rule **indicates** that it is general; **furthermore**, a classification rule does **not** per se constitute a reservation of work rule. It follows, then, that Petitioner, in order **to prevail must** establish a customary and historical exclusive right to the work in question. No such evidence was presented in the handling of this dispute. In fact, Carrier alleged that **Communication employees** have performed the type of work **in dispute**, rather than Signal **Employees over** the last number of years. Since Petitioner has not supported its Claim by either Rule or practice, the Claim must be denied.

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 the **Agreement** was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauloz
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of **July** 1978.

