

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23387
Docket Number SC-23443

Joseph A. Sickles, Referee

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

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (Texas and Louisiana Lines):

(a) The Southern Pacific Transportation Company (Texas and Louisiana Lines) has violated the Agreement effective September 30, 1969, between the company and the **employees** of the Signal Department represented by the Brotherhood of Railroad Signalmen and particularly the Scope Rule.

(b) That Signal Maintainer C. D. Plummer be **allowed** additional **compensation** at his **straight time** rate for seven (7) hours on June 13, 1979."

OPINION OF BOARD: The Claimant is a Signal Maintainer. On June 13, 1979, a track gang removed and replaced a main track switch frog, and removed and replaced main line rail. During the course of that work, certain signal bond wires which provide electrical continuity from rail to rail for the control of signals were removed by the track forces. The **Employees** assert that the removal of said bond wire is work which is covered by the scope of the agreement and, accordingly, the **agreement was** violated.

While the matter was under review on the property, the **Carrier** conceded that when the track forces removed the rails, the bond wires were also reamed, but it points out that the **Carrier** has never, either by agreement or past practice, been required to have **Signalmen remove bond wire** prior to the removal of rails when tracks were repaired. Further, the **Carrier** asserts that "as in the past", a Signalman was called to install bond wires and place the signal back in order.

The **Carrier** points out that the Scope Rule does not make specific reference to the removal of bond wires as being reserved exclusively to these **employees**, and it denies that said work would be included in the phrase "and all other work generally recognized as **signal** work performed in the field or signal shops."

As we review the record, the work in question does not appear to be work which required any particular type of skill, but was merely removing wires which were of no further use and which had to be broken off of the rails. When skilled work was required, the **employees covered** by the **agreement** were utilized.

It is rather apparent **from** a review of the record that removal of **bond wires has been the subject** Of **conflicting awards** over the years, and **it** appears rather obvious that there is no industry-wide practice to support the **Organization's** contention that the work **is** "generally recognized as **signal** work."

On more than one occasion while **the** matter was **under** review on the property, the **Carrier** asserted that in the past the Carrier **has** not used Signalmen to perform the work of **removing** the **bond** wire. We find no evidence presented to dispute that assertion, **and** consequently, we **find** that there is no **showing** of "exclusivity", nor **is there** a showing that the work in question is generally **recognized** in the industry as belonging to **this** class of **employees**. Accordingly, we will deny the **claim**.

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 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:


Executive Secretary

Dated at **Chicago**, Illinois, this 15th **day** of September 1981.