

Award No. 14279
Docket No. SG-14162

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Harr, 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 that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions) particularly the Scope, Hours of Service, Call, Bulletin and Rule 70, when it allowed employees of the Communications Department to install and maintain the Harmon Carrier Transmitter used in connection with the Scanning Equipment for the Hot Box Detector.

(b) Mr. J. M. Edwards and Mr. E. G. White be paid eight (8) hours each at their respective rates of pay account Communications Department employees installing said Harmon Carrier Transmitter and making wiring changes in the relay racks in the relay shelter for the Hot Box Detector in the vicinity of Gem, Oregon, and that the above mentioned employees be paid the same amount of time any Communication Department employee is used to maintain same until such time as this work is turned over to Signal Department employees. (Carrier's File: SIG 152-122)

EMPLOYEES' STATEMENT OF FACTS: This dispute is based on Carrier's action of assigning other than signal employees to install and maintain Harmon Carrier Transmitter used in connection with the Scanning equipment for the Hot Box Detector near Gem, Oregon. The installation was made on or about May 1, 1962, in the relay shelter for the Hot Box Detector. That relay shelter is locked with a "signal" lock. During conference on this dispute, the General Chairman protested the issuance of "signal" keys to the Communications Department employees who perform the disputed maintenance work.

The transmitter in question was installed after the Hot Box Detector, and for the sole and exclusive function of transmitting information gathered by the Scanning equipment for the Hot Box Detector at this location. This information is superimposed on Communications Department line and trans-

current agreement. Claim was denied by Superintendent, Shasta Division, on June 20, 1962 (Carrier's Exhibit B). Claim was appealed by General Chairman on July 6, 1962 (Carrier's Exhibit C), and was denied by Assistant Manager of Personnel on August 31, 1962 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: On May 1, 1962, two employees of the Communications Department installed a Harmon Carrier Transmitter, a part of a hot box detector device, and made necessary wiring changes pertaining thereto in relay racks, which were located in the relay shelter near Gem, Oregon. The installation included connecting the equipment to the communications line which was utilized to transmit impulses from the Harmon Carrier transmitter to Klamath Falls Yard.

On June 6, 1962, the Organization's local chairman submitted claims on behalf of J. M. Edwards and E. G. White for "eight hours each at their respective rates of pay on account of Communication Department employees installing said Harmon Carrier Transmitter and making wiring changes in the relay racks in the relay shelter for the Hot Box Detector in the vicinity of Gem, Oregon." They alleged violation by Carrier of the Scope, Hours of Service, Call, Bulletin, Rule 70 and other provisions of the current agreement. The Claim was denied by Superintendent, Shasta Division, on June 20, 1962. Claim was appealed by the Organization's General Chairman on July 6, 1962, and was denied by Assistant Manager of Personnel on August 31, 1962.

The Organization claims all work involved in the installation and maintenance of the disputed hot box detector except that involved in the communication line. They argue that the place of the detectors junction with the communication line should be the dividing point for the work of the two involved departments.

After a careful review of the record we feel the only question properly before this Board is whether the claim is supported by past practice under the "Generally Recognized as Signal Work" provision in the Scope Rule. The Organization submitted this claim and prosecuted it on the property solely on the basis that it was supported by past practice at three specific locations on this one division. During the handling on the property they did not assert that the involved work is reserved to Signalmen by the portion of the Scope Rule reading:

"... detector devices connected with signal system ..."

This was raised for the first time in the Organization's rebuttal.

Award 13181 (West) states:

"The Brotherhood belatedly attempts to argue that the bead constitutes a 'detector device connected with the signal system.' However, the entire discussion on the property and in the submissions to this Board revolved around the inclusion of this work as a part of the 'track circuit.' We are of the opinion that it would be improper to completely deviate from the issues argued on the property and submitted to this Board. Therefore, we refrain from ruling as to the merits of this issue."

See also Awards 13182, 13183 and 13184 (West). These four awards involve the same parties as this docket.

In order to support their position the Organization must allege and prove that this work has been done system-wide exclusively by Signalmen.

Award 11526 (Dolnick) states:

"The Agreement between the parties is system-wide. It is not confined solely to Sacramento or to West Oakland or to any one of the Carrier's Divisions. It includes them all. While it is true that the Employees do not have access to all of Carrier's records, and that it is sometimes difficult to know all that is happening in the system, it is nevertheless, the obligation of the Employees to make certain that the work belonging to Signalmen is specifically set out in the Agreement. If it is not so set out, then the work belongs to them only if by practice, custom and usage of on the property, work has been done system-wide exclusively by Signalmen. See Awards 8207 (McCoy), 5404 (Parker), 7806 (Carey) and 4208 (Robertson).

We cannot agree with the Employees that the work belongs to Signalmen at West Oakland even if meters were repaired by contractors for other Shops or for other Divisions. This is not the position of this Board. We have consistently held to the contrary."

See also 13347 (Hutchins), 11799, 11800, 11801, 12073 (Dolnick).

The Organization based their claim on the fact that at three other locations on this single division this type of work had been performed by Signalmen. We do not believe the Organization has sustained the burden of proving their right to this work under a past system-wide practice.

For these reasons we will deny the Claim.

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 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1966.

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