

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19987  
Docket Number SG-17582

Alfred H. Brent, 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), when it failed and/or declined to apply the Scope Rule, which resulted in the violation of Rule 70, by assigning the recognized signal work of constructing and installing a slide detector fence connected with the signal system in tunnel No. 20 at Auburn, California.

(b) Messrs. E.P. Tankersly, Mr. R. N. McNamer, Mr. T. R. Johnson, Mr. J. E. Whitlock, Mr. D. L. Hicks, and Mr. G. G. Shaw, be allowed eight (8) hours each at the time and one-half rate of their assignments, for each of the following dates: August 29, 30, and 31, September 1, 2, and 6, 1966.

(Carrier's File: SIG 152-211)

OPINION OF BOARD: The Organization contends that the Carrier violated Rule 70 when it failed or declined to apply the Scope Rule of the Agreement between the parties and assigned to Maintenance of Way Forces the recognized signal work of constructing and installing a **falling rock detector** connected with the signal system in Tunnel No. 20 at Auburn, California.

The Carrier contends that all of the signal work in connection with the slide detector fence was in fact performed by signalmen except the work of forming and installing metal arches from which to suspend the falling rock detector device, which work was assigned to Maintenance of Way forces.

As a result of a fire which partially damaged Tunnel No. 20, there was a hazard of falling rock which necessitated the installation of the detector device

When it became apparent to the Carrier that the method of attaching wires to the rock ceiling of the tunnel by means of clevises was unsafe, the Carrier decided to install metal arches contoured to conform to the roof of the tunnel and set in cement at the sides of the tunnel to support the wires of the detector system.

The Carrier argues that all cantilever and signal bridges are in fact installed by Maintenance of Way forces rather than signalmen, and that the metal arch here is similar in function.

The fact that the Carrier originally assigned the forming of the metal arches to signalmen is not such a grant of exclusivity as would bar a later assignment to other forces. It is not disputed that all insulators and wires comprising the detector system were in fact installed by signalmen.

Finally, there is no express reference to the work in dispute in the Scope Rule. Where there is no express reference to the work in the Scope Rule, then the intent of the parties can only be ascertained by past practice, custom and usage on the property (see 18919 Dugan, 11526).

The Organization has failed to prove that the work in question by practice, custom and usage has been done system-wide exclusively by signalmen.

This Board finds that the Carrier 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 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.

A W A R D

The Claim is dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of October 1973.