NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20543
Docket Number SG-20308

Dana E. Eischen, Referee

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

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

(a) The Southern Pacific Transportation Company violated the current agreement between the former Pacific Electric Railway Company and its employes represented by the Brotherhood of Railroad Signalmen, effective September 1, 1949 (including revisions), and particularly the Scope Rule and Rule 8 of Article 1, when it allowed Signal Maintainer to perform work that belongs to the Bonder and Welders.

(b) Mr. L. Phillips and Mr. W. Luttrell be allowed two hours and forty minutes at the time and one-half rate for December 15, 1971, and two hours and forty minutes at the time and one-half rate of Bonder and Welder for December 30, 1971. (Carrier's File: SIG 152-298)

OPINION OF BOARD: This case presents claims that on two occasions, December 15 and December 30, 1971 Carrier violated the Agreement between it and the Brotherhood of Railroad Signalmen because a signal maintainer performed signal bonding work on the dates in question. Petitioner insists that such work is exclusively reserved by the Agreement to employes classified as Bonders and Welders and may not be performed by others, including Signal Maintainers. Thus we are presented with the anamolous situation of signal employes (bonders and welders) challenging the performance of signal work by another signal employe (signal maintainer), as a violation of the Scope and Classification Rules in the Signalmen's Agreement which covers both groups.

To place this controversy in perspective, it should be noted that unlike many other Signalmen's Agreements, the Agreement herein between the Southern Pacific Transportation Company (former Pacific Electric Railway Company) and its signal employees categorizes classes of employees and provides for separate seniority districts, in addition to a general Scope Rule. Accordingly, our decision in this case is of limited application to the unique facts and Agreement involved herein.

Petitioner argues that the specific classification rules and separate seniority districts clearly indicate the intent of the parties to exclusively reserve unto bonders and welders the work here in issue. Premised upon this theory that express contract language controls, Petitioner maintains that past practice is superfluous and irrelevant to this case.

It is well established by this Board that exclusive work claims must find support either in clear and unambiguous contract language or in custom, history and practice of sufficient duration to indicate the mutual intent of the parties. Failing such support in the Agreement or in past practice such claims cannot stand.

We have carefully examined the contract language relied upon by Petitioner in support of this claim. We cannot find in these classification and seniority rules clear and unambiguous intent to assign bonding exclusively to employes classified as bonders and welders. Nor does custom and practice lend support to these claims. On the contrary, the record indicates that for some 12 years former Pacific Electric Signal Department employees have been doing some bonding work in emergency repairs to signal failures or damages.

Petitioner further asserts that several similar claims have been settled on the property on a basis satisfactory to the employes, and argues therefore that these claims must also be paid. Under principles too well established to require lengthy discussion, we do not consider local settlements probative or relevant in our deliberations at the Board level. To do otherwise would discourage the policy of grievance settlement and compromise inherent in our system of labor relations and mandated by the Railway Labor Act, as amended. See Awards 14536, 16053, et al.

Close analysis of the instant record shows that the claim for December 15, 1971 was initiated on February 14, 1972, more than 60 days from the alleged violation. Accordingly such claim was not handled on the property in a timely manner and this procedural defect is fatal. The claim for December 30, 1971 has no support in the Agreement or in practice, as noted above. Consequently both claims must be and are 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 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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 13th day of December 1974.