

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23225
Docket Number SG-23204

Arnold Ordman, Referee

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

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

Claim No. 1

On behalf of Signalmen P. R. Norman and P. L. Shockey for four hours' pay each at their respective straight time rate of pay account Carrier assigned electrical workers to place a service cable into a signal instrument case at mile post 191.1 on November 1, 1978.

Claim No. 2

On behalf of Signalman E. B. Loden for eight hours' pro rata pay account Carrier assigned an electrical worker to install a service cable into a signal instrument case at mile post 379.1 at Del Rio, Texas, on November 17, 1978."

OPINION OF BOARD: This dispute involves two claims which, though handled separately on the property, have been combined here because they present the same issue. Each of the claims seeks compensation for employees represented by Signalmen because Carrier assigned electrical workers to place a service cable into a signal instrument case. The Organization contends that the work in question belongs to the Signalmen's craft by virtue of the Scope Rule in their Agreement with the Carrier.

The Scope Rule reads in pertinent part as follows:

"(a) This agreement shall apply to work or service performed by the employees specified herein in the Signal Department, and governs the rates of pay, hours of service and working conditions of all employees covered by Article 1, engaged in the construction, installation, maintenance, testing, inspection and repair of wayside signals, pole line signal circuits and their appurtenances, ... and all other work generally recognized as signal work performed in the field or signal shops."

To be sure, "installation ... of wayside signals, pole line signal circuits and their appurtenances" is listed among the items of work or service performed by employees subject to the Signalmen's Agreement. But we do not read the quoted language as conferring a clear and express reservation of the work here in dispute to such employees to the exclusion of all others. In such situations it becomes necessary under established rules followed by this Board to look at custom, practice and tradition to determine whether such exclusivity exists.

In the instant case Carrier submitted evidence that electrical workers had performed the kind of work here in dispute. The International Brotherhood of Electrical Workers participated as a Third Party and filed a Submission in which not only was it shown that electrical workers had done such work but the IBEW agreement was cited as ground for a claim that such work belonged to employees covered by the IBEW agreement.

In these circumstances we hold that Claimants have failed to carry their burden of establishing a violation here.

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.

A W A R D

Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 16th day of March 1931.