

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23387
Docket Number SG-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 removed, 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 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:


Executive Secretary

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