

**Award No. 5179**  
**Docket No. 4944**  
**2-CofG-EW-'67**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Ben Harwood when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 26, RAILWAY EMPLOYEES'**  
**DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

**CENTRAL OF GEORGIA RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the provisions of the applicable agreement, other than Shop Craft Electricians were improperly assigned to perform electrical wiring in the Telephone and Telegraph room at Columbus, Georgia.

2. That accordingly the Carrier be ordered to compensate Electricians A. J. Hall, W. H. Tillery, C. C. Player, W. M. Hill, J. C. Walton and C. T. Gartman in the amount of 35 hours each at the overtime rate.

**EMPLOYEES' STATEMENT OF FACTS:** The Central of Georgia Railway Company, hereinafter referred to as the Carrier, elected to relocate their Telephone and Telegraph facilities in the passenger station at Columbus, Georgia.

On or about January 17, 1964, the McGee Electric Company of Columbus, Georgia, began wiring the space to which the Telephone and Telegraph facilities were to be relocated. The employees of the Communication Department made the necessary transfer of their equipment, including the installation of new equipment. These Communication Workers are employees of the Carrier.

The Claimants were thoroughly experienced in this type of electrical wiring, however, rather than allow the Six Claimants who hold seniority at this point to perform this work in dispute, the Carrier did arbitrarily elect to contract to outside contractor whose employees have no seniority rights on this property and are not under contract to perform work on the property of the Carrier.

This dispute has been handled with the Carrier up to and including the highest officer so designated by the Company with the result that he has declined to make a satisfactory adjustment. See Employees' Exhibits A through G.

clusively to Bridge and Building employees. Our examination of the record satisfies us that Petitioner has neglected to support its contention by competent evidence. \* \* \* This the Petitioner has failed to do and the claim will be denied. See Awards 9901, 8092, 7963, 7947, 5869." (Emphasis ours.)

And there are numerous other awards of all four divisions of your Board concerning the burden of proof doctrine. To date, the Brotherhood has failed to prove that the agreement was violated.

In view of all the facts and circumstances shown by the Carrier in this Submission, Carrier requests the Board to deny, in its entirety, this baseless claim. The claim clearly is not supported by any rule, interpretation or practice.

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The claim of Employees alleges a violation of the applicable agreement in that "other than Shop Craft Electricians were improperly assigned to perform electrical wiring in the telephone and telegraph room at Columbus, Georgia." As developed from the record, the facts disclose that Carrier contracted with an outside firm, McGee Electric Company of said city, a licensed contractor, to furnish all labor and materials for the electrical work to be done in connection with a new PBX installation which was to tie in with a new Micro-Wave system. The work which was done under the contract conformed to the Building Code of the City of Columbus. Prior to acceptance, it was approved by the Electrical Inspector of that city and the Carrier received a warranty from the contracting company against defects in workmanship as well as all materials.

We do not find specified in Rule 97, which is the classification of work of electricians, such work as the installation of new telephone and telegraph facilities as mentioned in Employees' Exhibit "A" and it could only be embraced by the term "wiring" or, in the last phrase of the rule, by the expression "and all other work generally recognized as electricians' work." And we do not find evidence submitted by Claimants, who bear the burden of supplying such proof, that said shop electricians historically or as a general practice have performed this type of work to the exclusion of others (Second Division Awards 3662 and 2475).

On the other hand, the record presents evidence that for many years, in fact ever since the parties have had a collective bargaining agreement, it has been the practice of Carrier to let out on contract jobs not too dissimilar to that which is here involved and a great variety of other jobs necessitating more or less electrical work.

Having fully considered all of the evidence presented by the record, we are unable to find that Employees have shown, as alleged, a violation of the

applicable agreement between the parties. Therefore, this claim may not be sustained.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **SECOND DIVISION**

**ATTEST:** Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 26th day of May 1967.