

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Preston J. Moore, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**THE VIRGINIAN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on The Virginian Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, especially Rule 101(b), when it assigned and/or permitted Signal Supervisor W. G. Lewis, who is not covered by the Signalmen's Agreement, to perform signal work in connection with changes to the South Norfolk Interlocking Plant, beginning September 19, 1957.

(b) The Carrier now compensate A. D. Bohon for an amount of time equal to that spent by Mr. Lewis in performing the signal work referred to in paragraph (a) above.

(c) The Carrier further violated the Signalmen's Agreement, especially Rule 204, when it assigned and permitted Signal Maintainer A. D. Bohon, who was regularly assigned to a signal maintenance position, to perform signal construction work in the South Norfolk Interlocking Plant, beginning September 19, 1957.

(d) The Carrier now compensate A. D. Bohon for the amount of time spent by him in performing the signal construction work referred to in paragraph (c) above. [Carrier's file M-1100-31.]

**EMPLOYES' STATEMENT OF FACTS:** On or about September 19, 1957, the Carrier began making changes at the interlocking plant at South Norfolk on account of new interchange tracks. During this construction work the Carrier required Signal Maintainers, who had been regularly assigned to signal maintenance positions, to perform signal construction work at the South Norfolk Interlocking Plant.

During the period of this construction, A. D. Bohon was regularly assigned to the position of Signal Maintainer, with headquarters at Carolina Junction, with assigned hours being from 6:30 A. M. until 3:00 P. M. His regularly assigned territory included the South Norfolk Interlocking Plant. Begin-

In view of the facts as set out above, the claims in this case should be denied by your Board.

All data included in support of the Carrier's position have been handled with the employees on the property.

(Exhibits not reproduced.)

**OPINION OF BOARD:** During the period September 19 to October 30, 1957, Carrier was engaged in making extensive modifications to its interlocking plant at South Norfolk.

Petitioner contends that Carrier's Supervisor of Telegraph and Signals performed work covered by the Scope Rule of the Agreement during this period.

Carrier contends that the Supervisor was confined to instructing employees.

**Rule 101-b provides:**

"(b) No employees other than those classified herein will be required or permitted to perform any of the work covered by the Scope of this agreement."

While Rule 101-b reserves the work involved in this claim to Signalmen, we find in the record nothing beyond the petitioner's assertion that the Supervisor of Telegraph and Signals actually performed such work. This the Carrier denies. Since the burden of proof is upon the petitioner, the claim must be denied.

For the foregoing reasons, we find the Agreement was not violated.

**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.

#### **AWARD**

Claim denied.

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

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 6th day of June 1963.