

Award No. 14530
Docket No. SG-14493

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bernard E. Perelson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie-Lackawanna Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 1 and 4, on June 13, 1962, when Foreman of Maintainers W. D. Crawford performed work that should have been performed by the Maintainer or a Signalman — which work consisted of repairing, replacing, adjusting and testing of interlocking apparatus.

(b) The Carrier pay Mr. J. L. McKinley, who is laid off account force reduction, eight (8) hours at the Signalman's rate for work performed by Mr. Crawford. [Carrier's File: 220.12; Signalmen Item 102]

EMPLOYES' STATEMENT OF FACTS: This dispute is a result of Foreman of Maintainers W. D. Crawford performing work which should have been performed by a Maintainer or Signalman at GH Interlocking on June 13, 1962.

An inspection by a Signal and Train Control Inspector for the Interstate Commerce Commission revealed several violations of the requirements of its Rules, Standards, And Instructions For Installation, Inspection, Maintenance and Repair of Interlocking. The violations were caused by worn front and/or lock rods on switches at the interlocking.

In order to make the necessary repairs, replacement and adjustment as soon as possible, the Foreman of Maintainers brought three front rods to GH for replacement. The lock rods were there. It developed, however, that the front rods did not have the same drilling as the ones which were to be replaced. For that reason he sent Maintainer Dingman and Helper Abbott to "Transfer" on their motor car to see if they could find front rods with the proper drilling.

While the Maintainer and his Helper were trying to find the correct front rods, the Foreman filed the extra lock rods which were on hand so they could be installed when the other employees returned to GH. Upon their

Pymatuning to provide protection at the plant. The rods at Transfer were the same as the new one at Pymatuning and as they could find nothing at Transfer out of which to make fillers, the Signal Maintainer and Helper returned to Pymatuning, where on checking found a piece of pipe in the Foreman's truck that could be used to make fillers. The Foreman, while acting in a supervisory capacity, helped hold and cut the fillers.

The Signal Maintainer and Helper then went to the east end of crossover, removed lock rod from switch machine, filed locking surface, reinstalled lock rod and inspected and tested same. They then started work on the west end of No. 9 crossover, but as it was getting late and lock nuts were frozen, did not finish this crossover until a later date.

Under date of July 19, 1962, claim was instituted on behalf of John L. McKinley, hereinafter referred to as claimant, a furloughed employe, alleging that he should have been used to assist with the work. Claim was denied under date of August 13, 1962, and thereafter handled up to and including Carrier's highest officer designated to handle such disputes, where it was discussed in conference on March 1, 1963 and denial confirmed by letter dated March 18, 1963. Exchange of correspondence between the parties is attached hereto as Carrier's Exhibits A through Q.

(Exhibits not reproduced.)

OPINION OF BOARD: In this case the Brotherhood claims that the Carrier violated the current Signalmen's Agreement, as amended, and more particularly Rules 1 and 4, when, on June 13, 1962, Foreman of Maintainers W. D. Crawford, performed work that belonged to and should have been performed by the Maintainer or Signalman.

The Carrier denied the claim on the ground that under the Agreement, Rule 1, a Foreman of Maintainers can perform work and is only limited to not being regularly required to perform any of the work over which he has supervision.

The Brotherhood relies on the following rules:

"ARTICLE 1. CLASSIFICATION

Rule 1. Foreman of Maintainers. An employe who is assigned to the duties of supervising a group of signal maintainers on a seniority district or subdivision thereof and who is not regularly required to perform any of the work over which he has supervision shall be classified as a foreman of maintainers.

NOTE: Foreman of maintainers may be required to perform with the assistance of a signalman or signal maintainer field tests of apparatus and equipment; however, the total time in making such tests shall not exceed 160 hours in a calendar year.

Rule 4. Signalman, Signal Maintainer. An employe assigned to perform work generally recognized as signal work in the scope of this agreement shall be classified as a signalman or signal maintainer.' '

An examination of the record discloses that the Carrier contended that Crawford, the Foreman of Maintainers, was not and is not regularly required to perform any of the work over which he has supervision. This contention of the Carrier is not contradicted by any evidence submitted by the Brotherhood, nor does the Brotherhood attempt to deny that contention.

This Board has held on numerous occasions that it is the burden of the Brotherhood to prove its claim by requiring it to submit competent supporting evidence to establish any violation of the Agreement. This it has failed to do.

The contention of the Carrier in this dispute, being neither challenged nor refuted, must be accepted. The claim will be 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1966.