

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20739
Docket Number SC-20601

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Long Island Rail Road:

SG-2-73 - Claim on behalf of Communication Technician J. Morris:

On August 3rd, 1972, Mr. R. E. **Bellis**, Passenger **Trainmaster**, removed a 6 amp. fuse from his mobile radio installation and exchanged it with a blown fuse in Mr. L. **Hommedieu** Unit #46 Radio in order to **repair** same. Mr. **Bellis** then proceeded to install a 7½ amp. fuse in his own radio.

This is a violation of the Signalmen's agreement, particularly the Scope rule, as radio repair is a **Communication** Technician's work.

As compensation for the action taken by Mr. **Bellis**, **Comm. Tech. J. Morris** claims four (4) hours pay at the straight time rate.

It should also be noted that by overfusing the radio, Mr. **Bellis** caused a hazardous condition to exist which could have resulted in serious damage to the equipment (railroad property). (Carrier file: SG-2-73)

OPINION OF BOARD: This dispute arose over an incident on August 3, 1972. On that date a Passenger Trainmaster removed a 6 amp. fuse from his mobile radio and exchanged it with a defective fuse in mobile Radio Unit No. 46. Subsequently the Trainmaster placed a 7½ amp. fuse on his own radio unit. Claimant is a **Communications** Technician classified by Rule 3 of the applicable Agreement.

The Organization argues that the Scope Rule of the Agreement reserves to **employees** covered by the Agreement the maintenance of communication systems and "...all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone or signal work...." Petitioner contends that the work in question, changing fuses on radios, has been generally recognized as signal work.

Carrier's principle argument is that changing a fuse is part of the operation function of a radio operator, not radio repair work, and is therefore not covered by the Scope Rule. In view of this position taken by Carrier, Petitioner has the burden of establishing that changing radio fuses has generally been recognized as signalmen's work. The requisite burden of proof has not been met by Petitioner and hence the Claim must be denied.

Award Number 20739
Docket Number SG-20601

Page 2

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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1975.