

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award **Number** 22031

Docket Number SG-21993

Irwin M. **Lieberman**, Referee

(Brotherhood of Railroad Signalmen  
**PARTIES TO DISPUTE:** (  
(Missouri Pacific Railroad Company

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood  
of Railroad Signalmen on the Missouri Pacific  
Railroad Company:

On **behalf** of Signal Foreman R. H. Hogan, Signalmen **J. Blevins**,  
R. W. Shults, M. Palmer, and Assistant Signalmen G. D. Miller, M. **Brantly**,  
and all furloughed signal **employees** at the time of claim, for fifteen days'  
pay at the **time** and one-half rate, account outside contractor used to dig  
holes and set poles to relocate a signal and **communications** pole line  
from Riely Lake to **Flinton**, Illinois, approximately five miles, during  
the months of July and/or August 1975, **while** at such time **Signal Gang**  
#1800 was working in the vicinity.

**Carrier** file: K 225-686 cc: **247-5219**

**OPINION OF BOARD:** It appears that it was **necessary to relocate** certain of the Carrier's facilities and **right-of-way** between Riely Lake and **Flinton**, Illinois. The project included relocating a pole line which **contained 17** wires in Carrier's signal **service** and six wires in its **communication** service. Carrier contracted out the digging of the pole holes and the setting of the poles necessary to the five mile relocation. It is noted that all other work pertaining to **communication and** signal wires, power lines and appurtenances was performed by Carrier's employees. Petitioner claims that the digging of the holes and the setting of the poles should have been assigned to Claimants.

In the handling on the property the Petitioner cited the Scope Rule of the parties' schedule Agreement and their Memorandum of Agreement effective September 1, 1968 and contended that the Carrier's contracting the "work of digging the holes and setting the poles" constituted a violation of these Agreements. The Carrier responded that: "There is no rule in the agreement which assigns construction of **communication** pole lines exclusively to signal employees...."

From the entire record, and the handling on **the** property, it appears that the work of digging holes and setting the poles is the only work in dispute. The **two agreements** cited **by** Petitioner **cover** two different classes of work: one **covers** signals and signal systems and the other **covers** "**communication** pole lines, wires and appurtenances". Consequently, we must find **that** the pole line was a signal pole line with **communication** wires added in order to apply **the** signal agreement; or we must find that it was a communication pole line with signal wires added in order to apply the **communication** pole line agreement. It cannot be found both ways; only-one agreement can be applied. **The** burden for showing the essential facts in this dispute, as in any such matter, rests with Petitioner. During the handling **on** the property, Petitioner stated: "The pole line in question carries 17 Signal Wires **and 6 Communication** Wires so it appears to be more a Signal Line than a Communication Line...." Thus, it is clear that Petitioner did not show, in the handling on the property, the requisite facts to support its contentions.

The Claim **must** be dismissed for lack of supporting facts.

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;

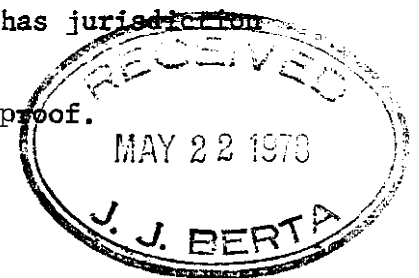
That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board ~~has jurisdiction~~ **over** the dispute involved herein; and

Petitioner failed to sustain its burden of ~~proof~~.

A W A R D

Claim dismissed.



NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April 1978.