

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22244  
Docket Number SC-22246

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad **Signalmen**  
(Missouri Pacific Railroad **Company**  
(Formerly The Texas and Pacific Railway **Company**)

STATEMENT OF CLAIM: "Claim of the General **Committee** of the Brotherhood of Railroad Signalmen **on** the **former** Texas & Pacific Railway **Company**:"

On behalf of Leading **Signalman** J. A. **Boyd**, Centennial Yard, Fort Worth, Texas, for an additional payment of 8 hours at time **and** one-half his straight time hourly rate (\$1475.44 per month), **account being** required to suspend work of his assignment to perform work of another craft **on** June 10, 1976, in **violation** of the **Scope Rule and Rule 62** of the Signalmen's Agreement." **[Carrier file: K 315-1247]**

OPINION OF BOARD: The Claimant asserts that on June 10, 1976 he was required to suspend work in order to perform the work of cleaning **stairway** handrails in the building where **signal** equipment (under his responsibility) was located. The Claimant asserts that the work in **question belonged** to another craft, **and** thus the Carrier violated the **Scope Rule**;

"**This agreement** governs the rates of pay, hours of service and working conditions of all **employees** in the Signal Department, except supervisory forces above the rank of Electronic Technician, clerical **forces** and engineering forces, performing the work generally recognized as signal work, which work shall include the construction, installation, **maintenance** and repair of signals, interlocking plants, car retarders, highway crossing protection devices and their appurtenances, centralized traffic control systems, and all other work generally recognized as signal work."

as well 55 **Rule 62:**

"Except in extreme emergencies, **employees** covered by **this** agreement will not be expected to perform work of any other craft nor will employees of **any other** craft be required to perform work coming within the **scope of** this agreement. This does not apply to maintenance of electrical equipment on water **pumps** or to testing outside telephone during regular working hours."

The Carrier points out that "cleanup" work does not "exclusively belong to any one particular craft" and stresses that work of this nature is incidental to signalman's duties.

When a **claim** such as this is presented, **the Petitioner** assumes a burden of proving a violation of the **Scope Rule** and/or **Rule 62** with a showing of probative evidence to demonstrate that the work in question belongs to another craft. Under this record we are only able to discver assertions of a violation - but no proof to substantiate those allegations. In the absence of a prime facie showing of a violation we are compelled to dismiss the claim.

**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 diapute 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 Claim should be dismissed.

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A.W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November **1978**.