

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24410  
Doc et Number SG-24490

William G. Caples, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the southern Railway Company et al that:

(a) Carrier violated the Signalmen's Agreement, particularly Scope Rule 1, when they instructed or permitted Mr. Fred Wilder to cut out the middle and lower groups of the master retarder when it failed on October 14, 1980 during the third shift.

(b) Carrier should now be required to compensate Signal Maintainer J. F. Shankles for a minimum call of two (2) hours and forty (40) minutes overtime he was denied when Mr. Fred Wilder, who is not covered by the Signalmen's Agreement, performed signal work in violation of the Signalmen's Agreement." (General Chairman file: SR-205. Carrier file: SG-481)

OPINION OF BOARD: Claimant is employed as a signal maintainer at Carrier's hump yard located at Macon, Georgia. Speed of cars going down the hump is automatically controlled by retarding devices located in the track. At 5:05 A.M. on October 18, 1980 one of the retarders failed and a car hung up in the retarder, blocking the track and preventing continuation of the yard's operations. Immediately after, the Chief Yard Clerk turned the "trainmaster valve" which made the retarder inoperable, thus permitting the yard's operations, and Claimant was called to repair the retarder. Claimant reported to the yard for duty shortly, corrected the problem with the retarder in 35 minutes and went off duty at 5:45 A.M. He was paid 2 hours and 40 minutes at the overtime rate under Rule 46 - Calls.

The Organization asserts under "Scope Rule 1" of the Agreement the pertinent part of which is:

"Signal Work shall include the construction, installation, maintenance and repair of signals...  
(in) car retarder systems" the work of turning the "train-master valve" on the car retarder was generally recognized signal work."

The record shows the "trainmaster valve" was installed on the carrier's retarder systems to allow a person to release a car and make a retarder inoperable so a hump yard's operation might continue while a Signal Maintainer repairs a malfunction. Here there was no construction, installation, maintenance or repair performed on the retarder system. It is noted in this Division that an Organization claiming violation of a rule bears the burden of showing under the Scope Rule at issue, that they have acquired the exclusive right to perform the work. We are unable to conclude that the employees have made such a showing on the record.

**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.

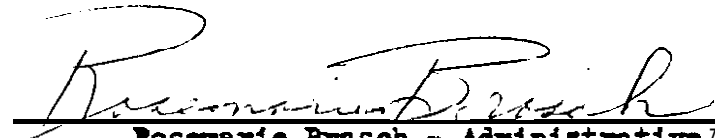
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By order of Third Division

**ATTEST:** Acting Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of June 1983.