

NATIONAL RAILROAD **ADJUSTMENT** BOARD
THIRD DIVISION

Award Number 25608
Docket Number SG-24156

Martin F. **Scheinman**, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(The Western Railway of Alabama

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the Atlanta and West Point
Railroad Company, Georgia Railroad, Western Railway
of Alabama:

"(a) Carrier violated and continues to violate the present
Signalmen's Agreement, particularly the Scope of the Agreement among other
Rules, when they farmed out signal work on the Western Railway of Alabama to
Seaboard Coast Line Railroad signal employees and Central of Georgia Railroad
signal employees, who have no seniority or other rights covered by the
Signalmen's Agreement between the Atlanta and West Point Railroad Company and
The Western Railway of Alabama. The Scope of the Agreement **specifically**
states: 'No employees other than those classified herein will be required **or**
permitted to perform any of the work covered by the Scope of the Agreement.'

"(b) Claim in behalf of A & WP-W of A.-Ga.R.R. Signal Gang
employees T. C. Wallace Foreman, S. H. **Glover** and J. D. **Holleman** Signalmen,
F. S. **Eddins**, J. D. Richard and C. T. **Godwin** Assistant Signalmen, for a total
of 656 man hours to be divided equally among Claimants account of Carrier
permitted Seaboard Coast Line signal employees to assemble and wire a
bungalow and three cases for signal system changes on The Western Railway of
Alabama. Claim is to be in addition to any other pay they have already
received because of this loss of work opportunity and because the Agreement
was violated. Claim to be paid at Claimants current rate of pay.

"(c) Claim in behalf of A&WP-W. of A.-Ga.R.R. Signal Gang
employees T. C. Wallace, Foreman, S. H. **Glover** and J. D. **Holleman** Signalmen,
F. S. **Eddins**, J. D. Richard and C. T. **Godwin** Assistant Signalmen, for 150 man
hours worked by Central of Georgia Signal employees between November 15 and
November 26, 1979, on The Western Railway of Alabama installing signal
facilities and for all **man** hours thereafter until the job is completed or
Carrier stops them from performing signal **work** on this Railroad. Claim for
hours worked by Central of Georgia Signal **Employees** on the Western Railway of
Alabama is to **be** divided equally among Claimants and is to be in addition to
any other pay they have already received because of this loss of work
opportunity and because the Agreement was violated. Claim to be paid at
Claimant's current rate of pay.

"(d) Carrier be required to jointly check records for amount of
hours **worked** by Central of Georgia Signal employees after November 26, 1979."

"[General Chairman File FL-2, Carrier File G-160 - Claim - BRS G.
15-1 (80-7) **AWP** - Scope **G**]"

OPINION OF BOARD: The Organization represents Signalmen on Carrier's lines. In November 1979, certain work was allegedly performed by Signalmen of the Central of Georgia Railroad. The work was apparently done at Opelika, Alabama where the Central of Georgia Railroad **crosses** Carrier's lines. It involved the installation of a pre-wired bungalow and three signal cases. Central of Georgia forces apparently installed the equipment which had been purchased from the Seaboard Coast Line Railroad.

As a result of these events, the Organization filed the instant claim. It contended that the construction and installation of the equipment should have been performed by its forces. Carrier timely denied the claim. Thereafter, it was handled in the usual **manner** on the property. It is now before this Board for adjudication.

The Organization maintains that Carrier violated the Scope Rule of the Agreement under the facts of this case.

The rule reads:

"SCOPE

This agreement covers rates of pay, hours of service and working conditions of all employees, specified in Article I, either in the shop or in the field, engaged in the work of construction, installation, inspecting, testing, maintenance, dismantling, and repair of all signals, train-order signals, wayside or office equipment of communication facilities, interlocking plants, highway crossing protection devices, wayside train stop and train control equipment, centralized traffic control systems, spring switch mechanism, line of road electrical facilities, shop repairing of relays, signals, switch magnets, motors, communication facilities, etc., bonding of track for signal and interlocking purposes, together with all **appurtenances** pertaining to the systems and devices outlined above, as well **as** all other work generally recognized as signal work.

No **employees** other than those classified herein will be required or permitted to perform any of the work covered by the scope of this agreement..

The Organization points out that the Scope Rule specifically covers the construction and installation of all signals, signal appurtenances and interlocking plants. In its view, forces from other Carriers constructed and installed this equipment on Carrier's Lines in November 1979. Thus, the Organization reasons that Carrier's actions violated the specific language of the Scope Rule.

The Organization notes Carrier's contention that the equipment was constructed and installed pursuant to a separate agreement between Carrier and Central of Georgia Railroad. However, the Organization points out, that agreement was entered into in February 1980. This dispute arose in **November** 1979. Therefore, the Organization concludes that Carrier's separate agreement has no relevance to the facts of this claim.

For these reasons, the Organization asks that the claim be sustained. It seeks appropriate man hours' compensation for the time other forces spent in the construction and installation of the signal facilities at Opelika, Alabama in November 1979.

Carrier, on the other hand, denies that it violated the Agreement. It points out that the claim covers a jointly owned facility. Carrier asserts that pursuant to an independent Agreement, Central of Georgia **forces** were responsible for the maintenance of that facility. Thus, Carrier suggests that the disputed work is simply not part of the labor Agreement it has made with the Organization. Accordingly, Carrier asks that the claim be denied.

A careful review of the record evidence convinces us that the claim must fail. It is well settled in labor relations that the party who asserts a claim bears the burden of proving it. (See for example, this Board's Award No. 18241.) Here, the Organization is required to show that work at a jointly owned facility is work which belongs exclusively to its forces. However, nothing in the record supports this contention.

Furthermore, the disputed **work** was performed under the Agreement of March 20, 1930. That agreement apparently designates the Central of Georgia as the Carrier responsible for the installation and maintenance of facilities at the crossing in Opelika, Alabama. In addition, the Agreement between Carrier and Central of Georgia reached in 1980 appears to be nothing more than a clarification of the 1930 Agreement.

Under these circumstances, then, the Organization has simply failed to bear its burden of establishing that work at that facility falls within its Scope Rule. This is not to say, however, that the Organization may never prevail in a related dispute in the future. We make no ruling, neither express nor implied, as to our finding if the 1930 Agreement had no relevance **to** a future controversy. We simply point out that the Organization has **failed to** establish that the disputed work properly belongs to its forces. Accordingly, and for the foregoing reasons, the claim is 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; end

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third **Division**

Attest:


Nancy J. **Dever** - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of August 1985.

