

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32725
Docket No. SG-33507
98-3-96-3-1051**

The Third Division consisted of the regular members and in addition Referee James E. Yost when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Chesapeake &
(Ohio Railway Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (C&O):

Claim on behalf of C.N. Turner for payment of two hours and 40 minutes at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it used a non-covered employee to perform signal inspection work on the Rivanna Subdivision on October 22, 1995, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15 (96-27). General Chairman’s File No. 96-09-CD. BRS File Case No. 9918-C&O.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The claim seeks payment of two hours 40 minutes at the time and one-half rate account other than a Signaller allegedly performed signal inspection work.

Evidence of record reveals that on October 22, 1995, Train G21118 encountered a broken rail on the Rivanna Subdivision and that Carrier called a Roadmaster to check the track structure for the broken rail. The Organization produced no evidence in support of its assertion that other than Signalmen performed any Signalmen's work on that date.

The Roadmaster found the broken rail and arranged for it to be repaired. No signal circuits were repaired until Monday, October 23, 1995.

The Organization, as the moving party, has the burden of proving a violation of its Agreement. That burden was not met in the handling on the property, and the claim must therefore be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 19th day of August 1998.