

**Award No. 18241
Docket No. SG-18549**

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

On behalf of Signal Maintainers W. S. Lang and R. A. King for a total of 408 hours at their respective overtime rates of pay account Carrier contracted with and/or permitted Southern Railway employes to perform signal work on the Seaboard Coast Line Railroad in connection with changes and repairs in interlocking facilities at Helena, Georgia, on June 27, 28, July 3, 5, 8, 9, 10, 11, 12, 24, 25, and 26, 1968. (Carrier's File: 15-1; 15-0.)

EMPLOYES' STATEMENT OF FACTS: Claimants in this dispute are W. S. Lang, regularly assigned Signal Maintainer with headquarters at Vidalia, Ga. on whose territory the disputed work was performed, and R. A. King, regularly assigned Signal Maintainer at Richland, Ga. who was used to assist Communication and Signal Supervisor R. B. Cook who directly supervised the performance of the work.

During June and July, 1968, as noted in the Brotherhood's Statement of Claim, the Southern Railway used its signal forces to convert the joint interlocking facilities of the Southern and Seaboard Railroads at Helena, Ga. to automatic operation. On the dates listed herein the Southern's forces were used to wire Seaboard distant signals 6 and 13; to install track circuits at both Seaboard distant signals; to install 2,200 feet of triplex cable from Seaboard signal D-13 for 8 pole line spans west, and perform related signal work between Seaboard signals 6 and D-6, and between Seaboard's signals 13 and 13-D; to rewire a highway crossing signal located on Seaboard at intersection of Georgia highway No. 27, and dismantle old Seaboard signals 6 and 13, load in box car SAL 22106 and forward to Seaboard's signal shop at Savannah, Georgia. The changes noted above were on the assigned territory of Claimant W. S. Lang and required a total of 408 man hours. Because of such violation of the Signalmen's Agreement and especially the Scope Rule, claim was made on behalf of Signal Maintainers W. S. Lang and R. A. King at their applicable overtime rate.

For ready reference the Scope Rule of the Signalmen's Agreement reads as follows:

Also, as pointed out by Mr. DePriest, Signal Maintainers Lang and King could have no valid claim for the overtime penalty payment claimed. The dates listed by you were work days for them and Rule 46 clearly specifies that, 'No overtime is to be allowed for time in excess of eight hours per day.'

For the reasons outlined, there is no merit to the claim and it is declined."

NOTE: Copy of ICC Order of August 24, 1945, and copy of Southern Railway's letter of December 11, 1963, referred to in next above letter, are attached hereto as Carrier's Exhibits A and B.

ASST. VICE PRESIDENT-PERSONNEL TO GEN. CHAIRMAN,
FEBRUARY 4, 1969

"Confirming conference discussion with Mr. Dick on January 28th concerning claim on behalf of Signal Maintainers Lang and King in connection with work performed by Southern Railway signal forces in converting the Helena, Georgia interlocking facilities to automatic operation.

You did not present anything new in support of the claim, and it was pointed out to you that there could be no validity to the overtime penalty payment claimed for these men, in view of which you were advised there was no reason for changing our decision of January 24th."

(Exhibits not reproduced.)

OPINION OF BOARD: The claim herein arose in connection with converting an interlocking plant at Helena, Ga., to automatic operation in June-July, 1968. The interlocking plant is joint with the Southern Railway, and the Carrier states that it was first installed in 1915 under contract with the Southern Railway dated January 14, 1915, which contract provided that the Southern would erect and install the interlocking plant and signal appurtenances, with the Seaboard paying 50 percent of the cost thereof, and that the Southern would maintain the interlocking plant and appurtenances, with Seaboard paying 50 percent of the expense.

The Petitioner contends that the agreement with the Seaboard was violated because Southern Railway forces, in converting the plant to automatic operation, performed work on distant signals located on Seaboard Coast Line property and on track circuits located between the distant signals and the home signals on that property, contending that this was not part of the joint facilities. It also contends that Southern Railway forces had no right to rewire a highway crossing signal which it says is located on the Seaboard at intersection of Georgia Highway No. 27.

The Carrier advises that the highway crossing involved is located between the home signal on the Seaboard and the railroad crossing. The Carrier contends that it was proper for Southern Railway forces to perform all the work involved in converting the interlocking plant to automatic operation, including the work on the distant or approach signals and all circuits involved.

It is well settled that the burden of proof is on the Petitioner and that mere assertions are not proof. After a careful study of the entire record in the docket the Board finds that the Employes have failed to meet the burden of proof that the work in dispute relating to the interlocker was reserved to Seaboard employes and not covered by the original maintenance contract between the Carriers, and have also failed to show that the rewiring work performed on the crossing signal was other than that within and affecting the interlocking plant as an integral part thereof. (Award No. 14037.) The claim will be dismissed for these reasons.

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

That the Employes failed to prove a violation of the Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1970.