



Award No. 18515

Docket No. SG-18827

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) The Carrier has violated and continues to violate Rule 2 of the Signalmen's Agreement by requiring Signal Foreman B. F. Jones, Jr. to perform Signalmen's work.

(b) The Carrier now pay Signalman E. E. Murdock for eight additional hours each day Foreman Jones has performed such work beginning July 22, 1968, and continuing each day he performs such work until the violation of the Signalmen's Agreement is corrected.

(Carrier's File: SG-30320-C)

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties to this dispute bearing an effective date of July 1, 1950, which is by reference made a part of the record in this dispute. Rule 1 of that agreement provides that:

"CLASSIFICATION

Rule 1. Signal Foreman: An employee who is assigned to direct the work performed by leading signalmen, signalmen, assistant signalmen and/or helpers. A foreman may make an inspection or test of a job under way but shall not take the place of another employee."

The employees have shown in the record of the handling of this dispute evidence that beginning on July 22, 1968, when he was assigned to the position of Foreman on the Carrier's Signal Crew, Mr. B. F. Jones was required to and did regularly perform the work of a Signalman, and that such work did exceed the inspecting and testing permitted of a Foreman by the controlling agreement.

As evidenced by our Exhibits Nos. 1 through 20, this dispute has been handled on the property in the usual and proper manner, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

(Exhibits not reproduced.)

between July 22 and September 19, 1968, dates inclusive. This information was copied from the crew log book which is carried in the crew truck." Letter and referred to list is part of Carrier's Exhibit E. Carrier suggests that the Board need only make a cursory comparison between the list provided by the General Chairman as part of his letter of December 13, 1968 and copy of the crew log book (Carrier's Exhibit N) to discern that in fact the list of dates and description of work incorporated in the list supplied by the General Chairman was not copied from the crew log book as alleged but was in fact information taken from the log book and edited and embellished upon to suit the Brotherhood's needs. The crew log book reflects the work assignments of the crew — it is not a description of specific individual work assignments done by the foreman. To seriously regard the Brotherhood's list of alleged work that was performed by Foreman Jones on the various dates stated, one could only come to the conclusion that Foreman Jones performed all of the work that was supposed to have been accomplished by the entire crew. Carrier submits that the Brotherhood has attempted to take out of context and edit information in the crew log book and use that as proof of Carrier's alleged violation of the agreement.

The record speaks for itself. The Brotherhood has simply not proven its claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim of the Organization is based on the allegation that the Foreman on the Carrier's Signal Crew performed the work of a Signaller and in so doing exceeded the inspecting and testing permitted of a foreman by the Agreement between the parties.

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Rule 1. Signal Foreman: An employee who is assigned to direct the work performed by leading signalmen, signalmen, assistant signalmen and/or helpers. A foreman may make an inspection or test of a job under way but shall not take the place of another employee."

It is incumbent on the claimants that they substantiate their claim by a preponderance of the evidence. Further, the evidence submitted must be of probative value. The parties have presented contradicting evidence, and the Board has no way of weighing its credibility. Therefore, the record in this matter leads the Board to hold that the claimants have failed to meet the burden of proof required to sustain their claim.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of April 1971.