

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22244  
Docket Number SG-22246

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Missouri Pacific Railroad Company  
( (Formerly The Texas and Pacific Railway Company)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Texas & Pacific Railway Company:

On behalf of Leading Signaller J. A. Boyd, Centennial Yard, Fort Worth, Texas, for an additional payment of 8 hours at time and one-half his straight time hourly rate (\$1475.44 per month), account being required to suspend work of his assignment to perform work of another craft on June 10, 1976, in violation of the Scope Rule and Rule 62 of the Signalmen's Agreement." [Carrier file: K 315-124/

OPINION OF BOARD: The Claimant asserts that on June 10, 1976 he was required to suspend work in order to perform the work of cleaning stairway handrails in the building where signal equipment (under his responsibility) was located. The Claimant asserts that the work in question belonged to another craft, and thus the Carrier violated the Scope Rule:

"This agreement governs the rates of pay, hours of service and working conditions of all employees in the Signal Department, except supervisory forces above the rank of Electronic Technician, clerical forces and engineering forces, performing the work generally recognized as signal work, which work shall include the construction, installation, maintenance and repair of signals, interlocking plants, car retarders, highway crossing protection devices and their appurtenances, centralized traffic control systems, and all other work generally recognized as signal work."

as well as Rule 62:

"Except in extreme emergencies, employes covered by this agreement will not be expected to perform work of any other craft nor will employes of any other craft be required to perform work coming within the scope of this agreement. This does not apply to maintenance of electrical equipment on water pumps or to testing outside telephone during regular working hours."

The Carrier points out that "cleanup" work does not "exclusively belong to any one particular craft" and stresses that work of this nature is incidental to signalman's duties.

When a claim such as this is presented, the Petitioner assumes a burden of proving a violation of the Scope Rule and/or Rule 62 with a showing of probative evidence to demonstrate that the work in question belongs to another craft. Under this record we are only able to discover assertions of a violation - but no proof to substantiate those allegations. In the absence of a prima facie showing of a violation we are compelled to dismiss the claim.

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 Claim should be dismissed.

Award Number 22244  
Docket Number 93-22246

Page 3

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A.W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1978.