

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22516  
Docket Number SG-22443

Joseph A. Sickles, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railroad Signalmen  
(  
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM:

"Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of Signal Foreman H. L. Martin, Jr. and Signalman G. J. Brown, assigned to Signal Gang 1065, headquartered at 3001 Chouteau, St. Louis, Missouri for eight days' pay at the time and one-half rate, account Carrier allowed and/or permitted signal officials who were not covered by the current Signalmen's Agreement to perform signalmen's work covered under Scope Rule of that agreement. This violation occurred on the following dates October 4, 5, 6, 7, 11, 12, 13 and 14, 1976, on the Illinois Division, Chester Sub-division between ICG crossing and Fults, Illinois."

[Carrier file: 225-726]

OPINION OF BOARD: The Claimants assert that certain of Carrier's officers performed signal work on eight days in October of 1976, in violation of the Scope Rule which controls the work performance between the parties. X-1

The Employees insist that the work in question consisted of running new underground and overhead cables, changing old wires to complete circuit changes, removal and addition of various signal devices, such as relays, rectifiers, terminals and arresters, etc.

The Carrier contended, on the property, that the officials in question (who were at the site) merely performed certain testing of cables and housings in order to determine whether proper connections had been made for a cutover to a new CTC Signal. Carrier denies that the officials performed any duties which deprived Claimants of signal work covered by the agreement.

There is, obviously, a factual dispute contained in this docket. We are of the view that the Claimants have failed to submit sufficient proof to warrant our conclusion that the Employees have X-2

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satisfied their burden of proving a violation - or that Supervisors performed work reserved exclusively to employees under the scope of the agreement. Under those circumstances, we have no alternative but to dismiss the claim based upon the Organization's inability to present more definitive proof.

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 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.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulsen*  
Executive Secretary

Dated at Chicago, Illinois, this 17th day of September 1979.