

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26688
Docket Number SG-26545

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(National Railroad Passenger Corporation (Amtrak)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Rail Passenger Corporation (AMTRAK) (formerly Pennsylvania Railroad):

(a) Claim on behalf of Maintainers C&S (Test) J. Reynolds and J. Griesser for additional time at the punitive rate of pay for all man-hours worked by Electrical Department employees, retroactive 60 days prior to January 23, 1984, when Carrier allowed or permitted the Electrical Department employees to violate the Scope Rule, particularly the second paragraph, when they sectionalized the 6600 volt signal power line.

(b) Carrier should check its records to determine the number of man-hours worked by the Electrical Department employees. Carrier File: NEC-BRS-SD-196."

OPINION OF BOARD: As Third Party in interest, the Brotherhood of Maintenance of Way Employees were advised of the pendency of this dispute, but chose not to file a Submission.

The Claim herein involves the alleged violation of the Scope Rule by Carrier permitting its traction forces to sectionalize a 6600 volt signal power line. The Claim, filed January 23, 1984, alleged that the work had been going on for some time, but the Claim was restricted to the sixty-day period prior to its submission. The Claim was submitted on behalf of two Signal Maintainers.

The Organization's principal argument is that the work in question by both Agreement and tradition had always been performed by employees covered by the Scope Rule of the Organization's Agreement. The Organization relies on the language of Arbitration Award No. 110, of May 5, 1950, involving a former Carrier and the same Organization. It is argued that the work in question has always been performed by Signal forces in the Philadelphia Terminal Division and should not be taken away from them.

Carrier contends that the Claim in this dispute lacks specificity, and proof of the allegations of the Organization is also missing. Among other deficiencies the Carrier states that the Claim does not cite specific dates on which the alleged violations took place. In addition, according to Carrier, the Organization has failed to show that either past practice or the Agreement supports its position.

In examining the record, the Board is unable to find any evidence supplied by the Organization which supports its position. Indeed the record indicates both from the standpoint of Arbitration Award No. 110 and specific evidence supplied by Carrier in the form of an affidavit, that the practice with respect to the particular work at issue has been inconsistent at best and further that there has been no change in the assignment of the particular work in recent times. Furthermore, the Claim does not specify either the dates or the quantity of work performed (or the losses, if any, suffered by Claimants) and hence is deficient. For the foregoing reasons, the Claim must be denied.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of November 1987.