

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30421
Docket No. SG-30261
94-3-91-3-739

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen:

Claim on behalf of B. E. Reno, for payment of eighty-four (84) hours of pay, at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Scope Rule, when it used a Signal Employee from another Carrier to perform signal work at Gratiot Tower, St. Louis, Missouri, between September 25th, and October 10th, 1990."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This Claim arose after Carrier assumed ownership of Gratiot Tower in St. Louis on August 31, 1989. The facility had previously been owned by the City of St. Louis. In 1982 and 1986, the former Missouri Pacific, now part of the Union Pacific Railroad, installed signal circuits and controls in the tower to interface with its nearby operations. The City, however, did not keep the applicable circuit blueprints up to date. When Carrier assumed ownership in 1989, it was determined that the existing circuitry, including that of the Union Pacific, needed to be traced and marked on updated blueprints. The Union Pacific supplied one of its signalmen to assist in the research project. This employee had been involved in the 1982 and 1986 signal work in the tower and was familiar with the procedures that carrier used on its work. At the end of the project, the Union Pacific and the instant Carrier each obtained an updated set of blueprints.

The Organization contends signal work was performed by the UP employee in violation of the Scope Rule of the effective Agreement.

The Carrier says the Scope Rule is general and does not reserve work to the employees. Moreover, it says the disputed work of checking and verifying signal plans is not exclusive to any class of signalman and has been performed in the past by supervisory employees such as the Circuit Designer and the Signal Supervisor. Carrier also asserts that Claimant suffered no pay loss or lost work opportunity as a result of the work done.

The Scope Rule in question does not specifically name the disputed blueprint checking and verification work as being reserved to the covered employees. Indeed, very similar scope language has been determined to be general and does not reserve work to unit employees. See Third Division Award 29165 and the awards cited therein. Whether the disputed work would fall under the work categories of "inspection" or "testing" is a matter to be established by probative evidence of past practice. The record here contains no such evidence. Since the Organization has the burden of proof to establish Scope Rule coverage, and it has not provided the evidence to do so, the Claim must be denied.

AWARD

Claim denied.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 8th day of August 1994.