

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 32945  
Docket No. SG-33265  
98-3-96-3-794**

The Third Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(The Belt Railway Company of Chicago**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Belt Railway Company (BELT):**

**Claim on behalf of R.A. Long for payment of four hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used a management employee to perform covered work on March 10, 1995. General Chairman's File No. 95-205-BRC. BRS File Case No. 9903-BELT.”**

**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 were given due notice of hearing thereon.**

**This claim filed on April 18, 1995 concerns an alleged violation of the Scope Rule by the performance of highway crossing signal work by a Signal Supervisor on March**

10, 1995. A review of the claim correspondence on the property reveals the Organization's contention that the Supervisor did more than just supervise, and Carrier's repeated response that the Organization failed to specify the type of work he was alleged to have performed and its assertion that he acted only in a supervisory capacity.

The record further reveals that, after a time limit assertion was raised, the claim was conferenced on March 6, 1996. Thereafter, on June 7, 1996, some three months after the conference, the Organization sent a letter to Carrier indicating that three employees were present and verified that the Supervisor assisted with ground tests by connecting test equipment and handling wires. No employee statements were attached to the letter or are included in the record.

The Organization contends that the use of a Supervisor to perform highway crossing signal system work violates the Scope Rule and Rule 17(A). Carrier argues that the Organization failed to sustain its burden of proving that the Supervisor in question actually performed scope-covered work rather than supervising the employees performing the test, and notes that it had adequate Signalmen at the site to do any necessary work.

A review of the sparse record reveals that throughout the processing of the claim, the Organization made assertions concerning the Supervisor performing scope-covered work without specifying what it was referring to, and, for the first time some 14 months after the claim was filed and had already been conferenced, referenced statements made by three named employees who allegedly witnessed the events without attaching them.

The Board is in agreement with Carrier that this claim must be denied on the basis that the Organization failed to meet its burden of proof. We have long held that mere assertions without supporting evidence are insufficient to prove allegations. In the instant case, the Organization repeatedly asserted its contention that the Supervisor performed scope-covered work without presenting any proof to support it. In the absence of such proof, we must deny the claim.

### **AWARD**

**Claim denied.**

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**ORDER**

**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 23rd day of November 1998.**