

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33977
Docket No. SG-34651
00-3-98-3-310**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Louisville and Nashville
(Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville & Nashville Railroad:

Claim on behalf of C.D. Ballard for payment of eight hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly Rules 1, 7, 17, and 18, and Agreement 15-122-93 when it used an Inspector to take the place of another employee in performing work outside of the Inspector’s classification on February 19, 1997. Carrier’s File No. 15(97-108). General Chairman’s File No. 97-208-9. BRS File Case No. 10533-L&N.”

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.

At all times material herein the Claimant was assigned as a Signal Maintainer with headquarters at Cowen, Tennessee. On February 19, 1997, the Carrier used a District Signal Inspector to assist another Signal Maintainer to install signal equipment at Wartrace, Tennessee, a location on the same territory as that of the Claimant.

In contending that in doing so the Carrier violated the parties' collective bargaining Agreement, the Organization cites to Rules 2 and 7. Rule 2, in relevant part, provides that District Signal Inspectors are employees whose "principal" and "primary" duties are the inspecting and testing of signal appliances. In addition, the parties have agreed in Rule 2 that these employees may, in emergencies or extraordinary conditions, may perform Signal Inspector duties. Finally, in Rule 7, the parties describe Signal Maintainers as those employees who "perform work generally recognized as signal work."

It is a well-established proposition that when there is an asserted jurisdictional question between employees of the same craft in different classes, and represented by the same Organization, the burden of establishing exclusivity is even more heavily on the Organization. See, e.g., Third Division Awards 22761 and 21495. Moreover, the Organization may meet this extraordinary burden if it can show a rigidly constructed Classification of Work Rule or an overwhelming demonstration of a system-wide practice. See, e.g., Third Division Award 31211.

As noted above, the Organization relies upon Rules 2 and 7 in support of its claim. Neither, however, constitutes a "rigidly constructed" Classification of Work Rule, but rather are general in nature and do not specify that the work in question falls within the exclusive jurisdiction of a particular group of employees. See, e.g., Third Division Award 25870. Moreover, there is no record evidence of any accepted past practice that might support the Organization's asserted claim to the work. Thus, because there is no persuasive Rule support or record evidence that there is an exclusive right to the work, the claim must be denied.

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 28th day of March, 2000.