

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 35550  
Docket No. SG-34539  
01-3-98-3-183

The Third Division consisted of the regular members and in addition Referee Roy J. Carvatta when award was rendered.

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

**STATEMENT OF CLAIM:**

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corporation (NRPC-N):

Claim on behalf of C.C. Carter and T.E. Young for payment of 16 hours each at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used management employees to perform the covered work of installing temporary shunt wires in the signal system on July 31 and August 27, 1996, and deprived the Claimant of the opportunity to perform that work. Carriers File No. NEC-BRS(N)-SD-750. BRS File Case No. 10406-NRPC(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.

The Organization presented a claim contending that the Carrier violated the Scope Rule when it used two management employees to install temporary shunt wires in signal track circuits during operating tests conducted on July 31 and August 27, 1996. The Organization contended that this work was reserved to covered employees and requested that the Claimants be compensated for these violations with payment of 16 hours at the time and one-half rate to each Claimant.

The Carrier contends that the work is not delineated in the Scope Rule. Moreover, it has not been shown that the work has been performed exclusively by BRS-represented employees. In fact, the opposite is true; it has been performed by non-agreement employees since 1976, who have been using the Transportation Test Device since 1988.

The Carrier further contends that the work was not performed on July 31 and August 27, 1996, as claimed and that even if it had been the Claimants would not be entitled to payment because they worked on the claim dates.

Inasmuch as the Organization has not refuted the Carrier's contentions we must deny the claim for failure to meet the burden of proof.

**AWARD**

Claim denied.

**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 24th day of July, 2001.