

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 33846
Docket No. SG-34296
99-3-97-3-884

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

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

STATEMENT OF CLAIM:

"Grievance on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville & Nashville Railroad:

Grievance on behalf of employees at the Cincinnati Terminal for re-advertisement of Bulletin No. CTRM-0031, account Carrier violated the current Signalmen's Agreement, particularly the Consolidated Cincinnati Terminal Agreement, when it did not issue a proper bulletin for the position in question, changed the assigned headquarters of the position and did not provide proper headquarters facilities in making this change. Carrier's File No. 15(96-360). General Chairman's File No. 96-176-6. BRS File Case No. 10379-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.

The Statement of Claim before the board, is vague and lacking in specifics. In fact, it could readily be classified as a plea for injunctive relief, a plea the Board lacks authority to grant.

The only alleged Rules violation advanced by the Organization during handling on the property was that the Carrier was in "violation of the Consolidated Cincinnati Terminal Agreement...."

The Cincinnati Terminal Agreement is 47 pages in length. In grievances and/or claims procedures, the burden of proof is on the petitioner. It must cite not only specific Rules and/or Agreements that allegedly support its petition, it must also demonstrate how the Carrier was in violation. Under no circumstance is the Carrier obligated, upon receipt of a grievance as vague as this is, to research the Agreement, find what specific section it just may have violated and then defend itself.

The claim now before the Board is a little more specific, as it now alleges the Carrier violated Appendix C of the Cincinnati Terminal Agreement, but it comes too late for the Board to consider this Agreement and Rule referral because it is a new argument never handled on the property.

Circular No. 1 of the Board precludes the consideration of any Rule, Agreement or evidence not handled in the on-property exchange between the parties.

The claim is simply much too vague for the Board to entertain.

AWARD

Claim dismissed.

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 21st day of December 1999.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 34049
Docket No. MW-32479
00-3-95-3-244

The Third Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Union Pacific Railroad Company (former Missouri Pacific
(Railroad Company)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned KATY Gang 8740 to perform Maintenance of Way work (surface track and other routine track maintenance) on the Red River Division territory between Mile Posts 236.30 and 249.00 beginning February 14, 1994 and continuing (Carrier's File 940353 MPR).
- (2) The Agreement was violated when the Carrier assigned KATY Gang 8906 to perform Maintenance of Way work (unload ballast and other Company materials) on the Red River Division territory between Mile Posts 224.25 and 225.50, Segment 1050 at Grand prairie, Texas beginning February 14, 1994 and continuing (Carrier's File 940355).
- (3) The Agreement was violated when the Carrier assigned KATY Gang 8900 to perform Maintenance of Way work [install I-Bonds (prefab insulated joints)] on the Red River Division territory at Mile Post 215.0, Segment 1050 at Dallas, Texas on February 24 and 25, 1994 (Carrier's File 940354).
- (4) As a consequence of the violation referred to in Part (1) above, Red River Division Foreman B. Koci and Machine Operators M. Jones and G. Fontana shall each be compensated at their respective and