

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33327
Docket No. SG-33997
99-3-97-3-483

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

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (C&O-PM):

Claim on behalf of D. G. Lasich for payment of eight 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 install new locks on equipment cases at Holland, Sparta, and Kentwood, Michigan, on April 24, 1996, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15 (96-216). General Chairman’s File No. 96-40-PM. BRS File Case No. 10233-C&O(PM).”

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.

There is no dispute that in April 1996, Carrier's Communication Supervisor utilized bolt cutters to remove locks from the doors of camera sites at three locations and replaced them. The Organization alleges that said action violated the Scope Rule of the Agreement. The Claimant's responsibilities included the maintenance of these sites, which included maintaining the locks on the doors. The issue before the Board is whether a management employee performing this work at locations housing communications equipment violated the Scope Rule of the Agreement.

Communication Rule 1 covers employee rights for those "engaged in the installation and maintenance of communication facilities or equipment and performing work generally recognized as communication work..." This is a general Scope Rule. Nowhere in the Rule is there any mention of locks or the replacement of locks. The Carrier denied that the disputed work was encompassed within the Scope of the Agreement. The Board finds no probative evidence to prove otherwise. There is not one piece of evidence to show that by custom, tradition or history the replacement of locks was exclusively the work of Signalmen. The Board is certain that within this factual base, the Carrier's actions were not in violation of the Agreement.

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 17th day of May 1999.