

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34083
Docket No. SG-34647
00-3-98-3-303**

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. (former Chesapeake and Ohio
(Railway Company - Pere Marquette)**

STATEMENT OF CLAIM:

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

Claim on behalf of A. B. Lieto for payment of eight hours at the straight time rate and seven hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it used a contractor to install cards in computers and reprogram the computers for the training pods at Livonia and Dearborn, Michigan, on February 19, 1997, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15(97-105). General Chairman’s File No. 97-55-PM. BRS File Case No. 10607-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 in this record on the work performed or that it was performed by an outside contractor. On February 19, 1997, an outside contractor came to Livonia, Michigan, changed PC cards and reprogrammed computer work stations. The Inacom Lab employee then went to Rougemere Yard in Dearborn, Michigan, and performed the same type of work on those Training Pods. By letter dated February 25, 1997, the Organization submitted claim alleging that the work performed violated the Scope Rule of the Agreement and that the work had always been a part of the "normal assignment" of the Claimant.

The Board reviewed the claim, the Scope Rule and the on-property record. We find nothing in the Scope Rule covering the work herein disputed. We find nothing in the record to support the asserted right of the employees to perform this work. The Carrier defended on the basis that "loading of software and card replacement is not reserved exclusively for any particular craft." Thereafter, the Organization provided no probative evidence to the contrary. Accordingly, this claim must fail for lack 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 25th day of May, 2000.