

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34088
Docket No. SG-35178
00-3-99-3-17**

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 Seaboard Coast Line
(Railroad Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (former Seaboard Coast Line):

Claim on behalf of the employees assigned to Electronic Specialist positions at the K. C. Dufford Dispatching Center for payment of an amount equal to the hours worked by outside individuals in repairing CRT units used in the signal system at the dispatching center, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Agreement S-001-88, when it used other than covered employees to repair these units, and deprived the Claimants of the opportunity to perform that work. Carrier’s File No. 15(98-56). General Chairman’s File No. SCL/76/97. BRS File Case No. 10703-SCL.”

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 filed claim on November 10, 1997, alleging that the Carrier violated the Scope Rule. Its argument concerned the fact that the Carrier utilized an outside contractor to repair a CRT unit. The Organization argued that this was signal work in the repair of equipment utilized to display the Dispatcher's view of their territory. As the repair was covered under the Scope of the Agreement, and the Claimants were qualified, available and able to perform the work as they had for many years, the Carrier violated the Agreement.

The initial denial by the Carrier on December 18, 1997 denied violation, indicating that the Carrier had every right to repair the CRT units utilizing an outside contractor. Specifically, the Carrier stated that "the repairs to this type of equipment was never performed by the Electronic Signal Specialists but, since 1988, was supported by US&S under a third party equipment agreement."

We carefully read the full on-property record. The Organization argues it is a violation and the Carrier argues it is not. The Organization does not go further beyond its assertion and, therefore, failed to provide substantive evidence to meet its burden of proof.

Nowhere in its February 18, 1998 appeal did the Organization provide any probative evidence to support its contention of a violation. While the Organization continued to argue that the "Specialist has always worked on the monitors and also changed them out," no evidence was provided to substantiate this allegation. The Board has long recognized that allegations and assertions do not substitute for proof. There are no signed statements of employees to support the allegation that they have customarily performed the repair of CRT equipment. There is no documentation that the work performed by the outside contractor was work previously performed under the Scope of the Agreement. Therefore, the claim must be denied for lack of proof.

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 25th day of May, 2000.