

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 42940  
Docket No. SG-43584  
18-3-NRAB-00003-160321**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

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

**STATEMENT OF CLAIM:**

“Claim on behalf of the General Committee of the Brotherhood that:

Claim on behalf of R. Black, Jr., M.A. Cook, T. Dixon, B.T. Drake, J.S. Eckert, A.B. Lieto, P.M. Nortier, M.S. Perry, M.R. Petz II, R. Siefert and R.R. Van Dyke for an equal share of the \$39,000 in labor paid to World Tower Company Incorporated, \$3545.45 for each Claimant; account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Rule 802 Tools, when from November 10-21, 2014, it allowed an outside contractor to perform the work of installing three communications towers at Rougemere Yard in Dearborn, MI; Port Huron Yard in St. Clair, MI; and McGraw Yard in Flint, MI, which in turn denied the Claimants the opportunity to perform work exclusively reserved to them by the Agreement. Carrier’s File No. 2015-180917. General Chairman’s File No. 14-05-PM. BRS File Case No. 15407-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.**

**The Organization filed the instant claim on behalf of the Claimants, alleging that the Carrier violated the current Signalmen's Agreement when it failed to assign the work of installing three communications towers during November 2014 to them, and instead allowed an outside contractor to perform this work. The Carrier denied the claim.**

**The Organization contends that the instant claim should be sustained in its entirety because the Carrier failed to properly equip the Claimants for their work, because the Carrier improperly contracted out Scope-covered work reserved to the Claimants, and because the Carrier deprived the Claimants of this work opportunity. The Carrier contends that the instant claim should be denied in its entirety because the work at issue is not reserved under the Scope Rule, because the Claimants lacked the expertise to safely perform the work, because the requested remedy is excessive, and because any settlement discussion are not relevant and should be disregarded.**

**The parties being unable to resolve their dispute, this matter came before the Board.**

**The Board has reviewed the record in this case, and we find that the Organization has failed to meet its burden of proof that the Carrier violated the contract when it allowed an outside contractor to perform the work of installing three communications towers at Rougemere Yard in Dearborn, Michigan; Port Huron Yard in St. Claire, Michigan; and McGraw Yard in Flint, Michigan. There is simply insufficient evidence that the employees represented by the Organization have exclusively performed that work in the past.**

**The work at issue involved the installation of one-hundred-foot towers in the three locations. Although there is evidence that the Organization-represented employees have installed 60-foot towers in the past, there is no evidence in this record that shows that the Claimants have a past practice of installing the 100 foot towers. Moreover, there were statements provided by the Carrier that contractors**

had performed that work in the past. Also, there are statements that the employees do not have the skills nor the equipment to perform the work involved in this case.

Moreover, the work of installing one-hundred-foot towers is not reserved by the Scope Rule.

Since there is no past practice or contract language to support the Organization's position in this case, the Board has no choice other than to deny the claim. Therefore, this claim must be denied.

**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 14th day of February 2018.