

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32925
Docket No. SG-32973
98-3-96-3-355**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of F. W. Gailey for payment of 16 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it utilized other than covered employees to perform repair work on signal equipment at Dearborn, Michigan on September 24 and September 30, 1993, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. SG-827. General Chairman's File No. RM2682-28-195. BRS File Case No. 9835-CR."

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 claim asserts that non-covered employees from Bell Atlantic performed Scope covered work at the Dearborn, Michigan, Computer Aided Train Dispatching Facility on two dates in September 1993. The specific work was computer related repairs identified by the Organization as "repairs to the LG02 printer" on September 24, 1993 and "work on the PDP's, RM02 and Disk Drives" on September 30, 1993. The Organization asserts that the work should have been performed by a covered Electronic Specialist and once warranty coverage on the equipment ran out the work should have been performed by covered employees rather than by an outside concern under a service contract. The Carrier's assertions on the property were that the work was performed under an extended warranty by Bell Atlantic (which was subsequently challenged by the Organization); the classification of Electronic Specialist did not perform work on more sophisticated equipment like the equipment involved in this case; and that repair work on advanced digital computer hardware components at the CATD facilities required special skills and training beyond that possessed by the Electronic Specialist.

The Organization's burden has not been met.

First, the Organization claims the work to be Scope covered. However, there is nothing specific in the Scope Rule reserving this work to the covered employees. The Scope Rule provides for "... repair . . . of the following signal equipment and control systems, including component parts, appurtenances . . . train control or train stop systems. . . ." There is no specific reservation in that language for the kind of work claimed by the Organization - "repairs to the LG02 printer" and "work on the PDP's, RM02 and Disk Drives."

Second, the Electronic Specialist classification performs work involving "the maintenance, adjustment, repair . . . of all electronic equipment, including digital computer hardware consisting of processing units, auxiliary storage units, interface and control equipment, and input-output equipment such as card punches, typewriters and other related devices associated with automatic classification of cars." There has been no sufficient showing by the Organization in this record that the work in dispute falls within the description of work on equipment "associated with automatic classification of cars." At best, the record is in conflict on this point with the Carrier asserting that the work is more complex than the described work in the classification and the Organization asserting the opposite. However, the burden is on the Organization and a record in conflict does not meet that burden.

Third, the July 2, 1991 memo concerning the CATD Facilities does not change the result. That memo does state as pointed out by the Organization that covered employees "... are responsible for the proper functioning of the Computer Aided Train Dispatching System." However, that memo also states that "[a]ny work or maintenance to be done on any of these systems will be scheduled so that a specialist will be available to monitor the work performed" and "[t]his applies to work done by either Conrail forces or outside contractors" [emphasis added]. Thus, this memo also serves as a demonstration that there was some level of work on the equipment contemplated to be performed "... by ... outside contractors." This memo does not definitively show on the Organization's part that the disputed work in this case was Scope covered.

Fourth, the parties' positions concerning whether the work was "warranty" or "service" work is moot. The Organization must first demonstrate that the work is Scope covered. That has not been sufficiently done.

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 23rd day of November 1998.