

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 31629
Docket No. SG-30680
96-3-92-3-488

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former CSXT/GA)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation (former CSXT/GA):

CASE No. 1

Claim on behalf of F.L. Thigpen and R.C. Newsome. Claim reads as follows:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when they farmed out work on communication facilities at Hulsey Yard on the Georgia Railroad to Texlogix Inc. employees on December 11 and 12, 1990, denying Claimants work on communication facilities on this property.

(b) Carrier now be required to compensate T&T Maintainers F.L. Thigpen and R.C. Newsome for 18 hours each at their overtime rate of pay in addition to any other pay they have received for work they were denied when Carrier farmed out the work on communication facilities at Hulsey Yard on the Georgia Railroad to employees who are not classified or covered by the Signalmen's Agreement, which adversely affected their earnings for the month of December 1990. Carrier's File No. 18(91-7). Gen'l. Chmn's. File No. FL-91-2C. BRS File Case No. 8659-CSXT/GA.

CASE No. 2

Claim on behalf of T. L. Thigpen. Claim reads, as follows:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope Rule, when they farmed out to White Electric line of road electrical work at Hulsey Yard on the Georgia Railroad on December 13 and 14, 1990, on the assignment of T&T Maintainer F.L. Thigpen denying him of 12 hours work that is covered by the Scope of the Signalmen's Agreement and is to be performed by employees who are covered by this agreement.

(b) Carrier now be required to compensate T&T Maintainer F.L. Thigpen for 12 hours at his overtime rate of pay for work he was denied on his assignment when Carrier farmed out work covered by the Scope of the Signalmen's Agreement to White Electric employee Wayne Johnson. Claim is to be in addition to any other pay he has received because of this violation of the agreement which adversely affected Mr. Thigpen's earnings for the month of December 1990. Carrier's File No. 18(91-6). Gen'l. Chmn's. File No. FL 91-1C. BRS File Case No. 8660-CSXT/GA."

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.

As Third Party in Interest, the International Brotherhood of Electrical Workers was advised of the pendency of this dispute and filed a Submission with the Board.

These claims concern work performed by outside contractors in the installation of a computer system designed for the purpose of maintaining trailer inventory in the Hulsey Yard Intermodal Terminal. The Organization contends that such work should properly have been assigned to T&T Maintainers, a Signalmen's classification.

After review of the Signalmen's Scope Rule, the particular nature of the intermodal terminal, and the specific work involved, the Board concludes that the Organization has not established its exclusive right to such work. Much of the reasoning in Public Law Board No. 3872, Award 1, involving the same parties, is of direct relevance here.

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 29th day of August 1996.