

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32810
Docket No. SG-33943
98-3-97-3-468**

The Third Division consisted of the regular members and in addition Referee James E. Yost when award was rendered.

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

STATEMENT OF CLAIM:

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

Claim on behalf of F.L. Thigpen for payment of 280 hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it used an outside contractor to install communication equipment at Hulsey Yard from December 13, 1995, to January 5, 1996, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15(96-215). General Chairman’s File No. FL-967C. BRS File Case No. 10237-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.

The on-property handling reveals that Carrier leased its former Hulseley Yard property to CSX Intermodal (CSXI) in January 1992. In December 1995, CSXI had Miller Electric install cable for data equipment and telephones in its communication facilities located on its leased property.

The Organization filed claim on behalf of Claimant contending Carrier violated its Scope Rule in having Miller Electric perform the work. Carrier declined the claim on grounds that the work performed was on property under control of CSX Intermodal, a separate entity from Carrier, and CSXI has no Agreement with the Brotherhood of Railroad Signalmen. Further, that the Scope Rule of the Agreement with Carrier is no longer applicable.

Pursuant to study of the on-property record of handling, we find no basis on which to conclude that the work made subject of this dispute was work under control of the Carrier. On the date Carrier leased its former Hulseley Yard property to CSXI, the property was removed from coverage of the Organization's Agreement with Carrier.

The Third Division, in its Award 28309 in which this Carrier was a party, held:

"There have been a host of Awards throughout the industry in analogous claims, including several on this property. In this case the work in question was not performed for the benefit of Carrier, was not under Carrier's control nor at its expense; the work was contracted for by the Power Company for its primary benefit. The Claim must be denied. See Third Division Awards 26676, 26541, 26487, 26225, 20644, and 20529 among many others."

Also see Third Division Awards 28819, 28937, 28941 and 31629.

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 September 1998.