

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34084
Docket No. SG-34681
00-3-98-3-340**

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 Chesapeake and Ohio
(Railway Company - Pere Marquette District)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad on the CSX Transportation Company (C&O-PM):

Claim on behalf of E. Taber Jr. and D. G. Lasich for payment of nine hours each at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it used a contractor to install computer equipment and software at Wyoming Yard on February 18, 1997, and deprived the Claimants of the opportunity to perform this work. Carrier’s File No. 15(97-119). General Chairman’s File No. 97-62-PM. BRS File Case No. 10608-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 alleged by letter dated March 26, 1997 that the Carrier violated the Scope of the Agreement when it permitted an outside contractor to perform communications work. It maintained that an employee of Inacom arrived on February 18, 1997 at Wyoming Yard in Grand Rapids, Michigan, and performed an upgrade on the Training Pods. The Organization alleged that the outside contractor removed and replaced computer equipment and installed software. It argued that the "Claimants installed and maintain the Training Pods as a normal part of their work."

The Board carefully reviewed the full record and the Communication Scope Rule. The Carrier denied the claim arguing that:

"Although communications employees install and maintain connectivity for computer workstations, work on the actual PC workstations is not reserved exclusively for any particular craft."

This claim is similar to those considered by the Board in Third Division Awards 34081 and 34083 between the same parties. It is an allegation made by the Organization and denied by the Carrier with no further evidence of record. The work disputed is not shown by any probative evidence to have been performed by BRS represented employees or specifically included in the Scope of the Agreement. The Board has no alternative but to deny the claim for lack of proof.

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 25th day of May, 2000.