NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 26413

THIRD DIVISION Docket Number SG-26143

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Western Maryland Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Maryland Railway Company:

Case No. 1 (6415-WM)

Claim on behalf of E. M. McCusker et al, for $100.00 each or a total of $3,200.00, for violation of the current Signalmen's Agreement, as amended, particularly the Scope Rule when, during the month of July 1983, the Carrier purchased and installed a factory prewired relay and equipment housing at Pinola Road at or near Shippensburg, Pennsylvania. [Carrier file 8-SG-704. Local file WM-SG-6]

Case No. 2 (6416-WM)

Claim on behalf of E. M. McCusker et al, for $100.00 each or a total of $3,200.00, for violation of the current Signalmen's Agreement, as amended, particularly the Scope Rule when, during the month of July 1983, the Western Maryland Railway Company purchased and installed a factory prewired relay and equipment housing at Bottom Road, Pinesburg, Maryland. [Carrier file 8-SG-705. Local file WM-SN-7]

Case No. 3 (6417-WM)

Claim on behalf of E. M. McCusker et al, for $100.00 each or a total of $3,200.00, for violation of the current Signalmen's Agreement, as amended, particularly the Scope Rule when, during the month of July 1983, the Western Maryland Railway Company purchased and installed a factory prewired relay and equipment housing at Rowe Road, Shippensburg, Pennsylvania. [Carrier file 8-SG-706. Local file WM-SN-51"

OPINION OF BOARD: The instant Claim alleges that the Carrier violated the Scope Rule of the Signalmen's Agreement when it purchased and installed factory wired relay and equipment housings for use at three different rail-highway crossing locations. The specific section of the Scope Rule which is the focus of the instant dispute grants to Signalmen the right to perform the following work:

> "(1). The mounting and wiring of signal apparatus in a field instrument case or housing, but excluding such assemblies as can be universally used and be normally furnished by a manufacturer without the Carrier supplying specific plans." (emphasis added)

The Organization maintains that the exception noted in the above paragraph did not exist. The Organization argues that the Carrier purchased factory wired equipment which was not universally used and for which it supplied the manufacturer with the specific "plans and specifications." To make the factory wired housings operational required so many modifications as to clearly demonstrate their non-universality. As the exception to the Scope Rule did not exist, the Scope Rule was violated, as work belonged to Signalmen was removed and performed by those foreign to the Agreement.

The Carrier explicitly denies any Scope Rule violation. It denies that any "specific" plans were furnished to the supplier. While admitting that it provided information on the type of equipment previously used at the crossing, it takes note of the fact that "this relay and equipment house is a standard unit that could be universally used with a similar type of crossing."

This Board has carefully reviewed the issues and particularly Section (1) of the Scope Rule. A review of the record indicates that the Organization has failed to present sufficient substantial evidence of probative value to support its Claim. There is no clear showing that the plans provided by the Carrier were specific plans of unique or unusual design. There is no evidence of record that the factory wired housings could not be universally used at similar crossings or were not standard equipment.

As such, this Board finds the Claim to be without merit. The record does not establish a Carrier violation. This finding is consistent with past Awards on this same property over nearly identical issues (Third Division Awards 20414, 15577).

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein: and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1987.