

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(CSX Transportatin, Inc.

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard System Railroad (formerly Clinchfield)

On behalf of Leading SC&E Maintainer J. L. Sifferd and SC&E Maintainer J. A. Peterson for 160 hours each at the time and one half rate of pay, and SC&E Maintainers C. E. King and B. Lewis for 140 hours each at the time and one half rate of pay account employees at Savannah Shop wiring instrument house to be installed on or about February 11, 1985, at Waycross, TN." Carrier file 15-1 (85-36) T

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

This dispute involves certain work performed by Signalmen at Waycross, Tennessee. The issue is whether the Agreement required the Carrier to have components for the instrument house shipped to the former Clinchfield Railroad Company property for assembly, or whether the Agreement covers installation of new equipment after delivered to the property.

As a result of these events, the Organization filed the instant Claim. It contended that the wiring of instrument houses and/or cases should have been performed by its forces. The Claim was timely denied by Carrier, and handled in the usual manner on the property. It is now before this Board for adjudication.

The Organization maintains that Carrier violated the Scope Rule of the Agreement and specifically, a Memorandum of Understanding dated April 10, 1952. That memorandum states:

"It is further agreed that when the Carrier deems it necessary to install a car retarder system, communication system, or a signal system on its line not already signaled, it may purchase partially or completely wired relay cases and instrument houses, CTC machines or radio communication equipment on the first installation. However, when such pre-wired equipment is delivered to the property, it shall be handled and installed by employees covered by the Scope of the SC&E's agreement."

The Organization points out that the Memorandum of Understanding specifically precludes Carrier from purchasing partially or completely wired relay cases and instrument houses on a pre-existing signal system. In its view, since the complete railroad has been signaled since 1952, the present dispute involves pre-existing signal systems. Therefore, it is the Organization's contention that the Scope Rule and the 1952 Memorandum of Understanding gave the Signalmen the exclusive right to the disputed work. For these reasons, the Organization asks that the Claim be sustained. It seeks appropriate hours of compensation for the time spent wiring instrument houses at Waycross, Tennessee in February 1985.

Carrier, on the other hand, denies that it violated the Agreement. It asserts that there is no rule which prohibits the purchase of pre-wired instrument houses for subsequent delivery to the CRR property for installation. It further contends that the Scope Rule does not obligate the Carrier to have pre-wired components assembled by its forces. Carrier concludes that the parties agreed that the Scope Rule did not include the assembly of signal and communication equipment for new installations, but did include installation of the equipment after delivered to the property.

After careful consideration of the whole record, the Board finds itself in agreement with the position advanced by the Carrier. Carrier has produced several Awards of this Division regarding pre-wired signal houses and instrument cases. (See, for example, Awards 20467 and 18814). We have reviewed those Awards which determined that seniority rights to work do not attach until the material or equipment upon which the work is to be performed is delivered to the Carrier.


Carrier's right to have signal instrument houses pre-wired (assembled) prior to delivery for installation is not restricted by the Agreement. Therefore, the Claim must be denied.

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 29th day of January 1991.