

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32641
Docket No. SG-33385
98-3-96-3-899**

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

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Louisville and
(Nashville Railroad Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville & Nashville Railroad:

Claim on behalf of C.B. Meadors, J.S. Smith and W.H. Smith for payment of eight hours each at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it utilized other than covered employees to construct and wire a signal for installation at Mile Post 172 at Corbin Viaduct and deprived the Claimants of the opportunity to perform this work. Carrier’s File No. 15(95-308). General Chairman’s File No. 95-158-06. BRS File Case No. 9860-L&N.”

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.

Claimants were assigned to District Signal Gang No. 3, headquartered at Corbin, Kentucky, when this dispute arose. On October 5, 1995, Carrier ordered a replacement signal from a vendor, Burco Industries, to replace a signal which had been knocked down. When the signal was delivered to Corbin, Claimants' Signal Gang No. 3 performed the installation of the signal unit and the subsequent operational field check.

On October 15, 1995, General Chairman Wilson filed a claim on behalf of the three employees, alleging that Carrier had violated Rule 1 (Scope) and Rules 31 and 32 of the Agreement when it "directed and/or allowed" employees of Burco Industries to "assemble and wire" a signal mechanism to be placed into service at MP 172 at Corbin Viaduct on October 5, 1995. Specifically, the Organization maintained that manufacturing assembly of the signal devices, off property, violated the provisions of the Signalmen's Scope Rule. Premised upon that alleged violation, the General Chairman asserted that Claimants were each entitled to eight hours for each date at the punitive rate.

Carrier denied the claim, contending that the signal had been ordered as a "complete unit" which was then delivered to Corbin for installation by the Signal Gang, of which Claimants were members. Carrier reiterated that Claimants did work all of the hours necessary to install and check out the operation of the signal unit.

The issue in this dispute is whether the Signalmen's Scope Rule was violated when the Carrier purchased a signal mechanism that had been assembled, off property, by a manufacturing company. Scope Rule 1 reads, in pertinent part:

"This agreement covers the rates of pay, hours of service and working conditions of all employees, classified herein, engaged in the construction, installation, repair, inspecting, testing and maintenance of all . . . train order signals in signaled territory and elsewhere within the limits of a signal maintainer's territory; . . . interlocking and signal lighting . . . together with all appurtenances pertaining to the above named systems and devices, as well as any other work generally recognized as signal work."

It is well established that the rights of Signalmen, under the Scope Rule, are confined to work on the property. Thus, two generations of arbitral Awards have consistently held that purchase and delivery of manufactured pre-wired signal equipment or devices cannot be considered a violation of the Signalmen's Scope Rule. See Third Division Awards 4662, 5044, 20926, 21824, 23020, 28648, 28879. Based on the foregoing, this claim is denied.

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 20th day of July 1998.