

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32799
Docket No. SG-33511
98-3-96-3-1063**

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 Seaboard Coast
(Line Railroad Company)**

STATEMENT OF CLAIM:

"Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (former Seaboard Coast Line):

A. Claim on behalf of L.G. Shipes for payment of eight hours at the straight time rate, K.L. Lamb for payment of 24 hours at the straight time rate, and C.M. Leverette for payment of eight hours at the straight time rate, account carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimants of the opportunity to perform that work. Carrier's File No. 15 (96-25). BRS File Case No. 9940-SCL.

B. Claim on behalf of L.G. Shipes and K.L. Lamb for payment of 16 hours each at the straight time rate, account carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimants of the opportunity to perform that work. Carrier's File No. 15 (96-26). BRS File Case No. 9941-SCL.

C. Claim on behalf of J.H. Smith for payment of 184 hours and L.G. Shipes for payment of 120 hours, all at the straight time rate, account

carrier violated the current Signalmen's Agreement, particularly Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimants of the opportunity to perform that work. Carrier's File No. 15 (96-38). BRS File Case No. 10157-SCL.

D. Claim on behalf of J.H. Smith for payment of 244 hours, L.G. Shipes for payment of 120 hours, and K.L. Lamb for payment 32 hours, all at the straight time rate, account carrier violated the current Signalmen's Agreement, particularly Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimants of the opportunity to perform that work. Carrier's File No. 15 (96-78 to 89). BRS File Case No. 10159-SCL.

E. Claim on behalf of L.G. Shipes for payment of 24 hours at the straight time rate, account carrier violated the current Signalmen's Agreement, particularly Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimant of the opportunity to perform that work. Carrier's File No. 15 (96-136). BRS File Case No. 10162-SCL.

F. Claim on behalf of J.H. Smith for payment of 44 hours at the straight time rate, account carrier violated the current Signalmen's Agreement, particularly Agreement S-069-87, when it used other than covered employees to install wiring on racks used in the signal system and deprived the Claimant of the opportunity to perform that work. Carrier's File No. 15 (96-135). BRS File Case No. 10166-SCL."

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.

This dispute contests Carrier's right to purchase from the manufacturer pre-wired racks used in equipment cases.

The Organization contends that the wiring of the racks should have been performed by Signal Department employees.

Carrier denies that its purchase of pre-wired racks violated the Agreement, and points out that there is no Rule prohibiting the purchase of pre-wired racks for installation in equipment cases. Upon delivery to Carrier's property, Signal Department employees installed the racks in equipment cases.

The Organization, as the moving party, had the burden of proving that the purchase of pre-wired racks violated its Agreement. It failed to carry that burden as it presented no Rule to support its contention.

On the other hand, Carrier presented numerous Awards of this Board holding that the purchase of pre-fabricated equipment does not violate the Scope Rule or any other Rules of Agreement account Agreements rights to the work do not attach to the work until the equipment is delivered and Carrier takes possession thereof. See Third Division Awards 32402, 32290, 32092, 32091, 32058, 32057, 28276, 21232, 20926, 20414; Public Law Board No. 2044, Award 4; Public Law Board No. 1719; and Public Law Board No. 1499, Award 1.

The claims have no Agreement support and must be denied.

AWARD

Claim denied.

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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.