Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 32804
Docket No. SG-33696
98-3-97-3-151

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

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

STATEMENT OF CLAIM:

"Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville & Nashville Railroad:

A. Claim on behalf of J.H. Moorman Jr. for payment of 14 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system at Mill Street in Pittsburgh, Pennsylvania and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-94). General Chairman's File No. 96-SAV-3. BRS File Case No. 9987-L&N.

B. Claim on behalf of J.H. Moorman Jr. for payment of 14 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system at Mulberry Street in Pittsburgh, Pennsylvania and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-93). General Chairman's File No. 96-SAV-2. BRS File Case No. 9988-L&N.

C. Claim on behalf of J.H. Moorman Jr. for payment of 40 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-159). General Chairman's File No. 96-SAV-05. BRS File Case No. 10067-L&N.

D. Claim on behalf of J.H. Moorman Jr. for payment of 40 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-132). General Chairman's File No. 96-SAV-04. BRS File Case No. 10068-L&N.

E. Claim on behalf of J.H. Moorman Jr. for payment of 30 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system at Mile Post 232.41 and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-183). General Chairman's File No. 96-SAV-6. BRS File Case No. 10185-L&N.

F. Claim on behalf of R.C. Jones for payment of 30 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it utilized other than covered employees to perform wiring for a signal case and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15 (96-242). General Chairman's File No. 96-SAV-8. BRS File Case No. 10208-L&N.

G. Claim on behalf of J.H. Moorman Jr. for payment of 30 hours at the time and one-half 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 perform wiring work for a case installed as part of the signal system at Mile Post 189.13 and deprived the Claimant of the opportunity to perform this work. Carrier's

File No. 15 (96-241). General Chairman's File No. 96-SAV-7. BRS File Case No. 10209-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.

This dispute contests Carrier's right to purchase from a manufacturer pre-wired Harmon VHLC racks used in equipment cases being fitted up by Signal Shop employees for installation in the signal system.

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 Harmon VHLC 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 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 Agreement 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, 20936, 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.

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.