

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 33154  
Docket No. SG-33479  
99-3-96-3-1040**

**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 Baltimore &  
( Ohio Railroad Company)**

**STATEMENT OF CLAIM:**

**“Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (B&O):**

**A. Claim on behalf of G.L. Thompson for payment of 25 hours at the straight time rate and G.D. Ginevan for payment of 16 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 perform wiring work for cases installed as part of the signal system at Cincinnati, Ohio, Mulberry, Florida, and Mitchell, Indiana, and deprived the Claimants of the opportunity to perform this work. Carrier’s File No. 15(96-106). BRS File Case No. 9994-B&O.”**

**“B. Claim on behalf of G.D. Ginevan for payment of 32 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 perform wiring work for cases installed as part of the signal system at Cincinnati, Ohio, and New Castle, Pennsylvania, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15(96-14). BRS File Case No. 10000-B&O.”**

**“C. Claim on behalf of G.L. Thompson and J.B. McDonnie for payment of 30 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 perform wiring work for cases installed as part of the signal system at Toledo, Ohio, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. 15(96-13). BRS File Case No. 10001-B&O."

"D. Claim on behalf of G.L. Thompson for payment of 10 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 perform wiring work for cases installed as part of the signal system at Opelika, Alabama, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(96-12). BRS File Case No. 10002-B&O."

**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.

In these claims, the Organization alleges that the Carrier violated the Scope Rule and Agreement S-069-87 when it purchased Harmon VHCL racks and Devtronic relay racks, plug boards, wago strip, control panel, cables and radio racks, all premounted and prewired at the vendors' factories, for installation in the Carrier's signal houses. This is hardly a matter of first impression before the Board. These claims are denied for the same reasons set forth in a long line of prior denial Awards involving the same issue, Agreement language and Parties, the most recent examples being Third Division Awards 32135, 32290, 32402, 32597, 32598, 23641, 32799, 32801 and 32804.

**Form 1**  
**Page 3**

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**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 25th day of March 1999.**