

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33472
Docket No. SG-34113
99-3-97-3-659**

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 Chesapeake & Ohio
Railway Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (C&O):

Claim on behalf of J.B. McDonie for payment of a total of 116 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 contractors to perform wiring work for signal equipment installed as part of the signal system, and deprived the Claimant of the opportunity to perform this work. Carrier's File Nos. 15(96273/274/275/276). General Chairman's File Nos. 96-54/55/56/57-SS. BRS File Case No. 10371-C&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.

The four individual claims comprising this Docket concern the alleged use of a contractor "to perform wiring and installation work" for signal equipment installed as part of the signal system at Evitts Creek, Mexico Tower, or Mexico Yard, all of which are located in Maryland. These claims arose on or about July 3, 1996, when Carrier purchased preassembled signal mechanisms from Harmon Industries and Devtronics, instead of having Agreement-covered Signalmen assemble the mechanisms from components at the DePriest Signal Shop in Savannah, Georgia, as was previously done.

It is noted that there is no contention in the record that the unassembled components were on the Carrier's property and then sent out for assembling. Nor is there any contention that the equipment manufacturers installed any components on the property, as all such installation was done by CSX employees. Rather, the Organization claims a Scope Rule violation because the relay plug boards, terminal strips, lightning arresters, resistors, test links, buss stripping, ground wires and wire tags had already been installed on the racks at the manufacturing plant by the vendor's employees. Thus, the Organization sets forth its position at Page 7 of its Submission, as follows:

"The Organization recognizes that Carrier has the right to purchase individual components for installation in the signal system, but in this case Carrier also purchased the labor required to install and wire the components together on these racks. The Agreement does not restrict Carrier's right to purchase components for the signal system, but it does prohibit Carrier from including the installation and wiring of the components as part of the purchase. In this case, the labor required to install the components on the racks and the associated wiring was included with the purchase."

This is hardly a matter of first impression between these Parties under this Agreement. See, for example, Third Division Award 4662 (rendered on December 21, 1949), as well as Third Division Award 5044 (rendered on September 22, 1950). See also Third Division Awards 21824, 23020, as well as 28648, 28879 and 32135 between these parties. Other decisions involving identical claims between these parties on various other CSX component roads, including the former Baltimore & Ohio Railroad Company, the former Chesapeake & Ohio Railway Company, the former Louisville & Nashville Railroad, the former Seaboard Coast Line Railroad Company and the former Western Maryland Railway Company, include Third Division Awards 12553, 15577,

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20414, 21232, 29360, 32290, 32402, 32597, 32598, 32641, 32799, 32801 and 32804 as well as Public Law Board No. 1719.

Those Awards have consistently held that the rights of Signalmen under the Scope Rule concerning the purchase and delivery of any manufactured piece of signal equipment or device is not a violation of the Scope Rule. The doctrine of stare decisis dictates that the claims contained in this Docket 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 22nd day of September 1999.