

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33630
Docket No. SG-34153
99-3-97-3-707**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

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

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 G. F. Vincent for payment of 20 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 case installed as part of the signal system at Cumberland, Maryland, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(96-301). General Chairman's File No. 96-SAV-10. BRS File Case No. 10293-L&N.

B. Claim on behalf of J. H. Moorman, Jr. for payment of 20 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 case installed as part of the signal system at Ricon, Georgia, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(96-302). General Chairman's File No. 96-SAV-9. BRS File Case No. 10294-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.

In both claims here under review, the Carrier purchased signal equipment cases from a contractor. In furnishing the cases for sale, the contractor had performed wiring work for racks used in such cases.

The Organization argues that BRS-represented employees in these instances were improperly denied this wiring work, pointing out that the racks as wired are not "generic components that can be used at any location." The Organization relies not only on its Scope Rule, but also on the portion of Appendix A of the Agreement, which states, in pertinent part, as follows:

"All wiring and/or fitting up of signal cases, instrument housings, and/or relay houses for locations on . . . CSXT (former . . . L&N . . .) properties will be performed exclusively by Carrier employees represented by BRS on any such properties or in the coordinated Signal Shop at Savannah, Georgia."

The Carrier points out that the nature of signal cases has evolved over the years to the point that it is feasible to order completed wired cases from a single manufacturer, rather than have the wiring done separately.

Certainly not for the first time, the Board notes that the cited portion of Appendix A refers specifically to "wiring and/or fitting up" performed on the Carrier's properties, with the purpose of reserving such on-property work to BRS-represented employees. It cannot be read to prohibit the outside purchase of equipment, whether partially or fully completed. Here, specifically, no contractor employees performed wiring on the Carrier's property.

Apart from the reasoning provided above, the matter here before the Board has been previously resolved. Denial Third Division Award 32804, involving the same parties, dealt with identical circumstances and cited numerous earlier Awards in support.

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 16th day of November 1999.