

**Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33643
Docket No. SG-34112
99-3-97-3-658**

The Third Division consisted of the regular members and in addition Referee Robert M. O'Brien 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. D. Ginevan for payment of 18 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 and components for a case installed as part of the signal system at Clifton Forge, Virginia, and deprived the Claimant of the opportunity to perform that work. Carrier's File No. 13(96-272). BRS File Case No. 10310-B&O.

B. Claim on behalf of G. D. Ginevan for payment of 24 hours and G. L. Thompson for payment of 30 hours, all 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 and components for cases installed as part of the signal system at Evansville, Indiana, and Cumberland, Maryland, and deprived the Claimants of the opportunity to perform that work. Carrier's File No. 15(96-271). BRS File Case No. 10311-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 1996, the Carrier purchased pre-wired racks from Harmon Industries. These racks were installed by Carrier employees as part of the signal systems located at Clifton Forge, Virginia; Evansville, Indiana; and Cumberland, Maryland.

The Organization submitted claims on behalf of employees headquartered at the Carrier's Signal Shop in Savannah, Georgia, contending that they should have been used to install and wire components on these racks. The Organization argues that the use of outside forces to install and wire components on racks used in equipment cases that are ultimately installed in the Carrier's signal system violates the Scope Rule and Agreement S-069-87 on this property.

The Board has previously held that this Carrier's purchase and use of pre-wired and pre-assembled signal equipment from an outside vendor does not violate the Organization's Scope Rule. [See Third Division Award 32135.] Therefore, there was no violation of the Scope Rule when the Carrier purchased pre-wired and pre-assembled equipment from Harmon Industries for installation in signal systems located at Clifton Forge, Virginia; Evansville, Indiana; and Cumberland, Maryland in 1996. The claims before the Board are therefore denied.

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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 16th day of November 1999.