

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33845
Docket No. SG-34749
99-3-98-3-415**

The Third Division consisted of the regular members and in addition Referee Martin Henner when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of M. L. Foster for payment of 90.6 hours at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope and Classification Rules when it used outside forces to repair 18 control modules used in the signal system and deprived the Claimant of the opportunity to perform that work. Carrier’s File Nos. SG-964, SG-965, SG-966. General Chairman’s File Nos. RM2978-42-0597, RM2979-42-0597, RM2980-42-0597. BRS File Case No. 10535-CR.”

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 Claimant is a Signal Department employee of the Carrier, with seniority in both the Electronic Specialist and Electronic Technician classes, who was assigned to the Carrier's Avon Yard at the time this dispute arose.

The Organization contends that the Carrier violated the Scope Rules of the parties Agreement in January, 1997, when it used an outside company to repair a number of control modules (printed circuit boards). The control modules were part of internal components of interlockings, not then covered by any warranty. The work was performed at the manufacturer's designated repair facility in Greensboro, North Carolina.

The Organization cites the Agreement between the Brotherhood of Railroad Signalmen and the Consolidated Rail Corporation (Conrail) which provides, in part;

"SCOPE

These rules shall constitute an agreement between the Consolidated Rail Corporation and its employees, represented by the Brotherhood of railroad Signalmen, covering rates of pay, hours of service and working conditions of employees in the classifications hereinafter listed who are engaged, in the signal shop or in the field, in the construction installation, repair, inspection, testing, maintenance or removal of the following signal equipment and control systems, including component part, appurtenances and power supplies (including motor generator sets) used in connection with systems covered by this Agreement and all other work recognized as signal work:

* * *

Printed circuit boards

* * *

EXCEPTIONS

(a) Work performed by outside companies incident to warranty, provided qualified employee covered by this agreement accompanies the outside contractor"

The Organization notes that the circuit boards which were repaired were not covered by any warranty.

The Carrier denied that the Scope Rule covers the repairs made to the printed circuit boards and asserts that such repair work has always been performed off the property. The record is silent with regard to this equipment ever being returned to the Carrier. The Carrier also disputes the number of hours claimed, noting it seemed to be a computation based on the Carrier's repair cost to the outside vendor rather than the actual number of hours which would have been spent doing the repair.

The Scope Rule only covers repair of printed circuit boards "in the signal shop or in the field." By its very terms it does not cover repairs, like these, made off the property. Thus the Carrier was not precluded by the Agreement from sending the work out.

The Board must look to the historical practice of the parties. The Carrier asserts that the repair of printed circuit boards has historically been done by private companies off property, and the Organization has failed to present any evidence to counter that claim.

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 21st day of December 1999.