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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36339
Docket No. SG-35960
02-3-00-3-52**

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad (C&NW):

Claim on behalf of R.R. Siders, B.J. Ward, F.E. Sichra, T.J. Yetmar, D.W. Wermagar, D.H. Richey, C.R. McDaniel, C.R. Matthews, T.R. Hoy, and D.H. Morgan, for payment of 40 hours each at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule (Rule 1) and Rules 10 and 11, when it allowed outside forces to install ‘Automated Horn Systems’ to work in conjunction with the Highway Crossing Warning Systems at three locations in Iowa, in September, October and November of 1998. Carrier’s File No. 1171351. General Chairman’s File No. 8c011035. BRS File Case No. 11239-C&NW.”

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.

This case involves a situation in which the city of Ames, Iowa, entered into an agreement with a contractor to install an automated horn warning system at three separate grade crossings within the City limits. The work of installing the horn warning system was performed by the City's contractor under the City's guidance and at the expense of the City. The singular involvement of the Carrier in this situation was to provide the electrical connection from the existing crossing signal equipment to activate the automated horn warning devices. Signalmen performed the work necessary to provide these electrical connections.

The Organization presented claims on behalf of ten named Claimants for payment of 40 hours for each Claimant covering the 16 dates on which the installation work in question was performed. Each of the Claimants was fully employed during the period of the claim.

Situations of this kind are neither new nor novel. The Board has reviewed similar type cases on numerous occasions. The Board has consistently held that work which is not exclusively for the benefit of the Carrier or is not within the Carrier's control or performed at its instigation, expense or direction is not violative of the negotiated Scope Rule. See Third Division Awards 20156, 20280, 20644, 23422, 25011 and 31234.

All of the above mentioned factors are found in this case. The City made the contract for the installation of the warning horns for the benefit of the citizens of the City. The City controlled, supervised and paid for the installation. The Carrier played no part in instigating the installation of the warning devices and received no direct benefit from the devices.

Therefore, the decisions reached in the many prior Awards of the Board to the effect that actions of this type do not violate the terms and conditions of the negotiated Scope Rule of the Agreement are controlling in this case. The claim as presented is denied.

AWARD

Claim denied.

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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 26th day of December 2002.