

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19645
Docket Number SG-19395

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Burlington Northern Inc.
((Formerly Northern Pacific Railway Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Northern Pacific Railway Company:

On behalf of Signal Foremen T. L. Glover, J. D. Allison, D. W. Taylor, and C. D. McInturf; Leading Signalman D. S. Lewis; Signalmen D. D. Spencer, D. L. Abromeit, D. P. Scott, C. W. Vogt, M. R. Eng, J. H. Hietpas, and D. K. Smith for twenty (20) hours pro rata pay each account persons not covered by the Northern Pacific Railway Company Signalmen's Agreement fitting up and wiring, in violation of the Scope of the Signalmen's Agreement, the 8' x12' relay housing which was installed by Carrier's signal forces on or about December 5, 1969, for the specific location at Chehalis Jct., C.M.St. P.&P.-N.P. crossing, Tacoma Division, M.P. 57 plus 2,500'.
/Carrier's File: SG-Scope 4/21/70/

OPINION OF BOARD: The claim arose when Carrier put in service a CTC relay house called a bungalow which had been completely wired and fitted by persons not covered by its Agreement with the Brotherhood of Railroad Signalmen. The Organization contends that Carrier violated the Scope Rule when it allowed other than Signal forces to perform the wiring and fitting here in dispute. It claims that the Scope Rule applicable herein specifically reserves to Signal forces the construction and installation of relay housing and wiring, such as involved here. The Organization says that prior Awards relied on by Carrier in support of its position are distinguishable since the bungalow herein was "tailor made" at the direction of Carrier, in accordance with Carrier's specifications, to be used specifically at Chehalis Junction.

Carrier denies that the bungalow in question was specially made and claims that it was ordered from the regular General Railway Signal Company catalog just as other signal components are ordered. Carrier further contends that no provision of the Agreement restricts its inherent right to purchase ready built component parts, such as the bungalow in question, from the manufacturer.

Initially, we must decide a procedural objection raised by Carrier that the claim is barred under the Time Limit Rule. Carrier contends that the 60 day time limitation began when it purchased the bungalow yet the claim was not filed until some 14 months after the last of the bungalows were shipped from the factory and the Organization became aware of this in 1968 when it installed two similar bungalows. We do not agree with this contention. The claim came into being when it became known that Carrier allowed the General Railway Signal Company to wire and fit the bungalow to be used at Chehalis Junction. This, we believe, was December 5, 1969 when the relay house had been placed upon its foundation and entered by Signalmen. Since the claim was filed on January 15, 1970, the 60 day limitation provided for in Article V of the August 21, 1954 National Agreement was fully complied with. We shall proceed to a determination of the claim on its merits.

Numerous cases have been before this Board involving the purchase of signal equipment, and the Board has generally upheld the right of Carriers to purchase pre-wired equipment. However, the Organization avers that the claim herein is distinguishable since the bungalow was specially made to be used specifically at Chehalis Junction. The Carrier denies this and tells us that it is no different from any other bungalow used on this property. Since we are unable to resolve this conflict from the record particularly the exhibits relied on by both parties, we cannot determine whether or not this is a valid distinction. However, we do find that Carrier had the right to purchase this wired and fitted relay house from the manufacturer, as it has so often done in the past, without violating the Agreement, and in particular the Scope Rule. Such work has in the past been purchased from a manufacturer and we do not believe that the Scope Rule herein applicable restricts this right Carrier has to purchase pre-wired relay houses.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

Award Number 19645
Docket Number SG-19395

Page 3

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. W. Killen
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1973.