

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19780
Docket Number SG-19503

C. Robert Roadley, 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 Northern Pacific Railway Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it arranged for and/or permitted other than signal employes covered by that Agreement to wire six (6) type C track circuit control instrument housings which were put in service on the Northern Pacific Railway at MP 2-4411 ft. Langford Road, MP 4-2460 ft. Sheffield Road, MP 8-693 ft. Sheffield Road, MP 8-4917 ft. Glade Road, MP 9-2309 ft. State Secondary Highway No. 170 and MP 16-2966 ft. Sage Hill Road, on April 24, 1970.

(b) Carrier compensate Signal Foreman T. L. Glover, Leading Signalman D. O. Hopkins and Signalman T. D. White for 16 hours' pay each at their respective straight-time rates of pay. /Carrier's file: SI-84-Contracting Out-7/27/70/

OPINION OF BOARD: This dispute involves contract interpretation in that the Carrier is alleged to have violated the Scope Rule of the Agreement when it allowed other than Signal forces to perform the wiring and fitting of various plug-in type relays which had been assembled in one component package by the manufacturer as part of six automatic flashing highway crossing signals purchased by the Carrier, which were then placed as a unit in the relay case by the employees who also made the exterior wiring connection between the component package and the crossing signal involved.

Petitioner, in its submission to this Board stated, in part:

"The Scope Rule specifically covers, without exception, wiring of relay houses (called type C track circuit control housings in the instant case) and appurtenances connected with signal facilities. There is no disagreement between the parties on the following - that the work involved here is the wiring and fitting of relay houses for automatic crossing gates."

The Carrier, on the other hand, has stated, in part:

"The very Scope Rule on which the claimants rely specifically excludes such equipment from its coverage until it comes into the possession of the Carrier in the following introductory language:

'This agreement governs the rates of pay, hours of service and working conditions of employes specified herein, engaged in the construction, testing, repair and maintenance of the following signal facilities in the field or in a signal shop ***:'"

In this vein, the Carrier asserts that nothing in the Agreement has restricted "its inherent right to purchase from the manufacturer signal apparatus and equipment assembled from basic electronic components."

The parties have referred us to numerous prior awards of this Board in support of their respective positions. The record before us indicates that similar, if not identical, disputes involving the same parties and the same issue have been the subject of this Board's consideration on two previous occasions, the instant case being the third such dispute. In each instance the question concerned the Carrier's right to purchase pre-wired bungalows, instrument cases, etc. from a manufacturer. Award 16437 dismissed the claim on time limits and Award 19645 denied the claim on its merits. Award 19645 appears to be responsive to every element of Petitioner's argument in the instant case and we will not, therefore, burden the record by repetition here, except to note that Award 19645 stated, in part:

"However, we do find that the 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 and we do not believe that the Scope Rule herein applicable restricts this right Carrier has to purchase pre-wired relay houses."

We concur in the rationale and findings of Award 19645.

For the reasons stated herein we will deny the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 19780
Docket Number SG-19503

Page 3

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May, 1973.