

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (SPTC-WL):

On behalf of W. E. Anderson et al, for 240 hours pay at the pro-rata rate of pay, to be shared equally between the claimants, account of the Carrier violated the current Signalmen's Agreement, as amended, particularly, the Scope Rule, when it allowed or permitted Union Switch and Signal Company employees to perform the installation on pre-existing equipment at Vail, Arizona." Carrier file SIG-152-459.

FINDINGS:

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employees 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 waived right of appearance at hearing thereon.

The dispute involved herein deals with the purchase of racks containing 33 prewired relay bases, three electronic units and a display panel from an outside source to be used at a crossover at Vail, Arizona. While the Organization does not claim the wiring of the above units, this Claim does claim all the interconnecting wires, cables, harnesses and connectors to and from these new units. The Carrier has indicated that the Claimants herein did perform the wiring, and testing for this project and there were 733 hours of shop time charged to the project.

The record herein contains no information concerning the precise activity complained of and no data as to when and by whom the alleged improper work was performed. In addition, it has long been held that the purchase of new equipment does not, per se, violate the Scope Rule of the Agreement.

This issue, involving the same parties, has been dealt with by this Board on several prior occasions: see Third Division Awards 16863, 17216, for example. As in the latter Award, here the Organization has failed to meet its burden of proof, and for that reason alone, the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 7th day of May 1992.