

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33319
Docket No. SG-34641
99-3-98-3-302

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

(Brotherhood of Railroad Signalmen
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PARTIES TO DISPUTE: (CSX Transportation, Inc. (former
(Chesapeake & Ohio Railway Company)

STATEMENT OF CLAIM:

“Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (C&O):

- A. Claim on behalf of C. H. Covert for payment of 40 hours at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Hialeah, Florida, and deprived the Claimant of the opportunity to perform this work. Carrier’s File. No. 15(97-147). General Chairman’s File No. 97-85-SS. BRS File Case No. 10594-C&O.**
- B. Claim on behalf of R. R. Wetherholt for payment of 40 hours at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Erie, Michigan, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 15(97-148). General Chairman’s File No. 97-86-SS. BRS File Case No. 10595-C&O.**
- C. Claim on behalf of G. W. Peterson for payment of 40 hours at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Dickason, Indiana, and deprived**

the Claimant of the opportunity to perform this work. Carrier's File No. 15 (97-146). General Chairman's File No. 97-87-SS. BRS File Case No. 10596-C&O.

- D.** Claim on behalf of G. W. Peterson for payment of eight hours at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Aberdeen, North Carolina, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(97-161). General Chairman's File No. 97-94-SS. BRS File Case No. 10597-C&O.
- E.** Claim on behalf of G. W. Peterson for payment of eight hours at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Aberdeen, North Carolina, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(97-162). General Chairman's File No. 97-95-SS. BRS File Case No. 10598-C&O.
- F.** Claim on behalf of R.R. Wetherholt for payment of 40 hours at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Hooperston, Illinois, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 15(97-163). General Chairman's File No. 97-96-SS. BRS File Case No. 10599-C&O.
- G.** Claim on behalf of G. W. Peterson for payment of 38 hours at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Agreement S-069-87, when it used a contractor to perform wiring and installation work for signal equipment installed as part of the signal system at Evansville, Indiana, and deprived the Claimant of the opportunity to perform this work. Carrier's File No.

15 (97-104). General Chairman's File No. 97-53-SS. BRS File Case No. 10600-C&O."

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 Claimants in this case were employed at Carrier's DePriest Signal Shop at Savannah, Georgia. It is noted that nowhere in the multiple claims set forth in the Statement of Claim are there any specific claim dates indicated. However, the case file reveals that the basis of each of the undated claims is an allegation of a Scope Rule violation because the Carrier purchased prewired signal component racks for installation on its property by Signal Department employees at the various locations identified in the Statement of Claim.

The issues and arguments advanced in these disputes are not new or novel. They have been advanced to and considered by many different arbitration Boards. The consistent well-reasoned line of authority on the issue of purchasing pre-wired signal component racks has held that such purchases are managerial rights and do not violate the negotiated Scope Rule. There is no reason in this case to depart from that established precedent. Representative of the line of Awards on this issue are Third Division Awards 5044, 7965, 11438, 12553, 15577, 18814, 19645, 20414, 20467, 21232, 28648, 28879, 29361, 32058, 32402, 32598, 32641, 32799, among others. It is worthy to restate the opinion on this issue that was set forth in Award 18 of Public Law Board No. 5616 which held as follows:

"In the final analysis, what the Organization is contending is that Carrier is in violation of the Scope Rule of the Agreement when it purchased pre-

wired bungalows from an outside vendor and installed them on Company property. That argument is not persuasive. While the Signalmen clearly, by Agreement, have all of the rights proposed by the organization, once equipment or supplies reach the property, the Scope Rule cannot be extended to restrict Carrier's right to purchase equipment from outside companies.

This issue has arisen many times on the past on this Railroad, as well as on many others. Innumerable arbitration awards on the subject have been rendered. The more reasoned of those awards concludes that Carriers do have the right to purchase pre-wired signal devices from outside vendors. If the parties had agreed at any time in the past that the purchase of pre-wired signal equipment was a violation of the Scope Rule, their understanding could have easily been so stated in the Agreement. The fact that it is not so stated leads one to the conclusion that the parties never intended that the Scope Rule would be extended to mean pre-wired equipment could not be purchased."

Therefore, the claims as presented in this case are denied.

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 17th day of May 1999.