

PUBLIC LAW BOARD NO. 5616

Parties
to the
Dispute

BROTHERHOOD OF RAILROAD
SIGNALMEN

VS.

BURLINGTON NORTHERN
RAILROAD

AWD.

PLB No. 18

NMB No. 18

STATEMENT OF CLAIM

Claim on behalf of T.G. Climer for payment of 128 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it utilized other than covered employees to perform the work of wiring bungalows for highway crossing signal systems and deprived the Claimant of the opportunity to perform that work.

OPINION OF THE BOARD

This case involves a claim by the Organization that Carrier violated the Scope Rule of the current Agreement when it purchased four prewired bungalows for signal installation at Highway Crossings in Missouri. The Organization presented an underlined

copy of the Scope Rule to make its point. That underlined Scope Rule is duplicated below:

SCOPE

This agreement governs the rates of pay, hours of service and working conditions of all employees engaged in the construction, reconstruction, reconditioning, installation, reclaiming, maintenance, repair, inspection and tests, either in the signal shop, or in the field of the following:

- A. All automatic block signals and signal systems, traffic control systems, train stop and train control systems; interlocking; cab signal systems; car retarder systems; highway railroad grade crossing protection systems; hot box, broken flange, broken wheel, dragging equipment, slide, high and wide load, flood or other similar detector systems; train order signals; take siding, call on, start or dwarf signals, power and electrically locked switches, spring switches, track occupancy indicators, and car counting devices connected to or through automatic block or interlocking systems.
- B. All appurtenances, devices and equipment used in connection with the systems cited in paragraph A, regardless of where located and how operated, and devices covered by the scope of this agreement, as well as any other work generally recognized as signal work.
- C. High and low voltage signal lines, overhead and underground, including poles, cables, cross arms, wires, tie wires, insulators, guy wires, messenger cables, rings, and other fixtures and equipment used in connection therewith, conduits and conduit systems, transformers, arresters, and distributing blocks used in connection with the systems;

devices, or equipment covered by this agreement; inside and outside wiring of all instrument houses, cases, panels, boards, as well as all cable, where used in connection with the systems, devices, and equipment covered by the scope of this agreement; track bonding, installation of all types and kinds of bonds, including lightning and static electricity bonding; lighting of all instrument houses, cases, panels, boards, etc., used in the systems and devices covered by the scope of this agreement, not including the general lighting of interlocking tower buildings, shop buildings and common head-quarter buildings. (Emphasis added)

Quite simply, the Organization is proposing that all devices used by the Railroad in connection with the signal system must be wired inside and outside by Railroad Signalmen. It further contends that it makes no difference whether the work in connection with the signal devices is done on or off the property; it must be done by covered employees (Signalmen).

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 prewired 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 in 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 prewired signal devices from outside vendors. If the parties had agreed at any time in the past that the purchase of prewired 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 prewired equipment could not be purchased.

AWARD

Claim denied.

R.E. Dennis
R.E. Dennis,
Neutral Member

R.O. Naylor
R.O. Naylor
Carrier Member

C.A. McGraw
C.A. McGraw,
Employee Member

September 4, 1996
Date of Adoption