

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Illinois Central Gulf Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Gulf Railroad Company (ICG):

Case No. 1

Claim on behalf of Foreman W. H. Smith, Signalmen K. R. Jones, R. W. Pruitt and W. T. Edwards, who are assigned to Signal Gang Southern No. 3311, for twenty (20) hours additional pay each at their respective pro rata rate account not being used to wire a 6' x 8' sheet steel signal instrument house and three smaller cases (533B) in connection with the installation of a highway crossing warning device (gates) at Hog Wallow Crossing, Dyersburg, Tennessee. The items mentioned were delivered to the installation site June 17, 1987. The new warning device was placed in service June 30, 1987. Carrier file 135-241-1Spl - Case No. 5 Sig.

Case No. 2

Claim on behalf of Foreman C. N. Roberts, Lead Signalman W. N. Freeman, Signalmen G. A. Souther, J. L. Dykes and J. E. Boyd, who are assigned to a signal gang. Claim is also on behalf of Foreman W. N. Travis and Signalman G. E. Roberts, who are assigned to the signal shop at McComb, Mississippi. Claim is filed on behalf of these named employees for twelve (12) hours additional pay each at their respective pro rata rate of pay account not being used to wire a 6' x 8' sheet steel signal instrument house and two smaller cases (533B) in connection with the installation of a highway crossing warning device at U.S. Highway 45, Pritchard, Alabama. Cases were delivered to I C G property June 30, 1987 and placed in service July 2, 1987. Carrier file 135-241-1Spl-Case No. 6 Sig.

Case No. 3

Claim on behalf of W. N. Travis, et al, for seven hours pay each at their respective pro rata rates, account of the Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope Rule, when it purchased pre-wired relay house and cases for rail-highway crossing warning system at Dorrah Street, in Madison, Mississippi. Carrier file 135-241-1 Spl, Case No. 7 SIG.

Case No. 4

Claim on behalf of G. Smith and J. A. Kirk for 40 hours additional pay each at their respective pro-rata rates of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope Rule, when it purchased pre-wired cases for installation at MP 34.7, Pritchard, Mississippi. Carrier file 135-241-1 Spl. - Case 9, SIG.

Case No. 5

Claim on behalf of Foreman C. F. Utchman, Signalmen L. E. Bingman, J. L. Ferguson, K. D. Lewis, Jr., L. N. Watkins and W. D. Workman, who were assigned to Signal Gang Northern #2305, for 13 hours additional pay each at their respective pro rata rate account of not being used to wire a 6' x 8' sheet steel signal instrument house, which was used in connection with the installation of a highway crossing warning device (gates) at MP 53.28, North Street, Bradley, Illinois. The instrument house was delivered to the installation site on September 21, 1987. Carrier file 135-241-1 Spl. Case 10 SIG."

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 employes involved in this dispute are respectively carrier and employes 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 essential facts in this dispute show that in 1987 the Carrier purchased pre-wired signal equipment such as a 6' x 8' sheet metal signal instrument houses which it used as a part of highway crossing warning systems. The Organization contends that the pre-wiring of the equipment by the outside firm was in violation of the Parties' Scope Rule. There is no dispute that all work necessary to install the equipment, including any necessary wiring, was performed by the Claimants.

After careful consideration of the Parties' contentions, we find that the Claim must fail for a number of reasons.

There is nothing in the Scope Rule relied upon by the Organization, in the circumstances that we find here, that gives it the right to perform work done off of the Carrier's property on equipment that was not owned, at


that point in time, by the Carrier. In this respect, we particularly note the Scope Rule applies only to work done "in signal shops or in the field." Moreover, the preponderance of Third Division Awards that speak to similar facts and issues as in this case consistently have held that carriers do not violate agreements when purchasing factory-built equipment wholly or partially assembled by the outside source.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1990.