

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 28991
Docket No. SG-27792
91-3-87-3-422

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Kansas City Terminal Railway Company (KCT):

On behalf of Signalmen-Maintainers R. L. Kerr and J. A. Tennis for all hours worked by Safetran's personnel between February 11 and 20, 1986, at their respective straight time rate, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Scope Rule when it allowed or permitted a Mr. Keith Foley and a Mr. Mark Gillaspie employed by Safetran Systems Co. to perform signal work on a relay house at Southwest Junction Interlocking Plant on the Kansas City property." Carrier file: SG 4-86-180

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 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.

Carrier purchased a prewired relay house from Safetran Systems, Inc. Between February 11, 1986, and February 20, 1986, the manufacturer's employees worked on the property completing some unfinished circuitry in the relay house.

A claim was filed on behalf of the Claimants for all hours worked by outside employees. The claim was denied and has been placed before the Board for adjudication.


After a review of the record, this Board concludes that the work done by the manufacturer's employees in the relay house involved completing construction of the relay house. It was done in accordance with the manufacturer's obligation to supply the relay house in completed form. The work was not work reserved to Carrier employees, but was work required of the manufacturer in order to honor its agreement to supply a relay house in working order.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 24th day of September 1991.