

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 31927
Docket No. MW-31502
97-3-93-3-506

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

(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company (former
(Missouri Pacific Railroad Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned outside forces (Lewis Welding Company) to perform Maintenance of Way work (built switches from switch components supplied by the Carrier from the North Little Rock Panel Plant, North Little Rock, Arkansas and work incidental thereto) on March 20 and April 1, 1992.
- (2) The Agreement was further violated when the Carrier assigned outside forces (Lewis Welding Company) to perform Maintenance of Way work (built switches from switch components supplied by the Carrier from the North Little Rock Panel Plant, North Little Rock, Arkansas and work incidental thereto) on May 15, 1992.
- (3) The Carrier also violated Article IV of the May 17, 1968 National Agreement when it failed to furnish the General Chairman with advance written notice of its intention to contract out said work.
- (4) As a consequence of the violations referred to in Parts (1) and/or (3) above, the members* of Gangs 9415 and 9416 listed below shall each be allowed sixty-four (64) hours' pay at their respective time and one-half rates.

(5) As a consequence of the violations referred to in Parts (2) and/or (3) above, the members** of Gangs 9415 and 9416 listed below shall each be allowed eight (8) hours' pay at their respective time and one-half rates.

* S. T. Crump	T. L. Fisher
J. O. Niswonger	J. A. Tippet
C. A. Barnes	R. L. Blackmon
S. D. Cline	B. S. Emmerling
P. J. Mahoney	E. R. Parker
F. H. Pentecost, Jr.	R. L. Morrison
J. A. Alexander	C. Buckley
T. M. McGhee	R. L. Patterson
W. A. McGhee	L. W. Dreher
C. H. Burrows	R. E. Ball
A. J. Dixon	J. E. Henry
B. J. Henson	S. D. Rhodes
P. D. Harton	J. F. Adams
B. G. Smith	R. D. Body
*** C. Diaxon	T. L. Fisher
J. O. Niswonger	J. A. Tippet
C. A. Barnes	R. L. Blackmon
S. D. Cline	B. S. Emmerling
P. J. Mahoney	E. R. Parker
F. H. Pentecost, Jr.	R. L. Morrison
J. A. Alexander	C. Buckley
T. M. McGhee	R. L. Patterson
W. A. McGhee	L. W. Dreher
C. H. Burrows	R. E. Ball
A. J. Dixon	J. E. Henry
B. J. Henson	S. D. Rhodes
P. D. Harton	J. F. Adams
B. G. Smith	R. D. Body"

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.

All Claimants in these two claims are employed at Carrier's Panel Plant in North Little Rock, Arkansas, which is part of the former Missouri Pacific territory. It is undisputed that the assembled switch panels in question were not returned for use within this territory. Rather, the finished panels were acquired by the Union Pacific proper and former MKT territories.

Carrier's primary defense was that the disputed work was outside of the jurisdiction of the former Missouri Pacific Agreement.

Prior Awards of this Board have held that Carrier may not contract out scope-covered assembly of its own components when the completed assembly is to be used on the same property. Other Awards have consistently recognized the rights of carriers to purchase finished products where both the components and the assembly work have been provided by outside vendors. See for example, Third Division Awards 23023, 28561, and 28195.

No Awards which deal with the narrow set of circumstances in dispute here have been cited.

For purposes of Agreement administration, merged railroad properties often retain their separate identities and collectively bargained rights. There is no dispute that such is the case here. Given this background, it is clear that the disputed work was not work for the property within the jurisdiction of the Agreement covering Claimants.

The assembly work was, in practical effect, being performed for a different railroad. In view of this, we must conclude, on this record, that the scope rights of the covered employees did not extend beyond the loading and outbound shipment of the component materials off the property. To find otherwise would conflict with the well settled body of precedent recognizing the rights of discrete carriers to acquire finished products. Given the foregoing considerations, we find that these claims must be 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 4th day of March 1997.