

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23020  
Docket Number SG-22890

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen  
{ Illinois Central Gulf Railroad

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Gulf Railroad:

For compensation for 800 hours for all assistants who were in a nonvoluntary furlough status beginning with the date, April 19, 1978, the carrier received delivery of a retarder section (at the E. St. Louis Hump) that had been assembled by persons who hold no seniority or other rights under the Signalmen's Agreement, account the performance of such work by other than signal forces is a violation of past practice and the Signalmen's Agreement, especially the Scope, Rule 1)a).

(Carrier file: 135-241-198 Spl. Case No. 335 Sig.)"

OPINION OF BOARD: The Organization contends that Carrier violated the Agreement when it assigned employees, other than signal employees, the work of assembling car retarders for its East St. Louis Yard car retarder system. The preassembled retarders were installed by signal employees.

The Organization's claim rests primarily on the Scope Rule. It asserts that construction of car retarders falls within the work rule. The Organization also argues that signal employees had performed the disputed work since car retarders were installed on Carrier's property in the 1920's.

On April 19th, 1978, Carrier received a preassembled car retarder section from the Lucey Boiler Company of Chattanooga, Tennessee.

The evidence on the property as well as the submissions to this Board clearly establishes that Carrier purchased the end product of the Lucey Boiler Company. The disputed work was completed prior to the time that Carrier acquired possession of the equipment. That is, there is nothing to indicate that this did not constitute a purchase.

This is not the situation where the unassembled equipment was on the property and then sent out for assembling. If that was the case, the rights of the employees under the Scope Rule would attach. Here these rights have not yet attached. In short, the purchasing of a finished product, in the circumstances presented here, cannot be viewed as the contracting out or the farming out of bargaining unit work.

This Board has consistently held that Carrier may purchase assembled equipment without violating the Scope Rule. See for example Awards 5044, 21824. Those cases are applicable here. Therefore, we will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Paulsen  
Executive Secretary

Dated at Chicago, Illinois, this 17th day of October 1980.