

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 36320
Docket No. SG-35897
02-3-99-3-914

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

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Co. (former Southern Pacific):

Continuous claim on behalf of G. L. Revoir for payment of 8 hours per day, at the straight time rate commencing on September 1, 1998 and continuing until the violation ceases account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used a contractor to rebuild DA 10 switch machines at Colton Yard and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 1165464. General Chairman's File No. SWGC-1885. BRS File Case No. 11074-SP.”

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.

The Colton Yard in California had several DA 10 Switch Machines that were worn out. The Carrier sent them to a contractor, J Manufacturing, in September 1998 to be rebuilt. The contractor removed the cylinder barrel from the machine and discarded all

of its other parts. It "machined and rebushed" the cylinder through the use of a hydraulic press, power honing device, and drill press. It then reassembled the machine with all new parts and subjected it to testing with a pressure measuring device, a millisecond timing instrument, and an air leak detector. It returned the finished machine to Colton. The Carrier described its action as having "... purchased the new unit (with the rebuilt cylinder) as a preassembled piece of equipment."

The Organization contends that this use of J Manufacturing was a violation of the Scope Rule. It did not object to the "machining and rebushing" of the cylinder. Rather, its complaint seems to refer to the assembly of the machine following the "machining and rebushing" and to the subsequent testing.

The evidence reveals, however, that the Carrier was simply buying a reconditioned machine that consisted largely of new parts. Only the old cylinder barrel remained and its machining is not in dispute in this case. Realistically viewed, therefore, the Carrier was buying what was in effect a new product. The fact that the seller assembled and tested the new product before returning it to the Carrier in no way diminishes the fact that this was a purchase of equipment. This kind of purchase had occurred often in the past, frequently without any protest from the Organization. And past Awards have held that such purchases are outside the reach of the Scope Rule. The Organization's claim is without merit.

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 13th day of November 2002.