

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37015
Docket No. SG-36967
04-3-01-3-561

The Third Division consisted of the regular members and in addition Referee Francis X. Quinn 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 Company:

Claim on behalf of R. W. Shults, M. A. Duffee, and B. E. Lee for payment of 27 hours each at the straight time rate. Account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when on several dates in July and August of 2000, the Carrier allowed outside contractors to build racks for B1 relays. The Carrier’s action deprived the Claimants of the opportunity to perform this work. Carrier’s File No. 1245871. General Chairman’s File No. S-SR-5-12 (note 5)-053. BRS File No. 11861-UP.”

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.

At the time of this dispute, the Claimants were assigned to various positions at the Sedalia Signal Shop in Sedalia, Missouri. This dispute developed when the Carrier received and installed 27 B1 relay racks that were pre-built by an outside vendor "PTMW." These racks are an appurtenance of the signal system.

In a letter dated August 30, 2000, the Organization filed a claim on behalf of the Claimants contending that the Carrier violated the Agreement, particularly the Scope Rule. On July 11, 2000, Signal Shop Technicians began installing B1 relay racks pre-built and purchased from PTMW. The Organization asked that three Signalmen build and paint the racks, which takes three hours' labor. The Organization noted that to date, 27 B1 relay racks built by PTMW have been installed by Signal Shop Technicians in the Sedalia Shop. The claim requested that the Carrier pay each Claimant 27 hours at their straight time rate for the loss of work opportunity.

The Carrier denied the claim in a letter dated October 24, 2000, asserting that the Sedalia Signal Shop has never been the sole producer of fabricated metal racks. The Carrier asserted that off-property produced racks have been utilized for the last five years. The Carrier identified the various devices these racks were used for (Vital Logic Racks, Electro Logic Racks, Genysis Racks, HotBox Detector Racks, and VGPI Racks).

The focus of this case is whether the Carrier violated the Scope Rule when it purchased finished products from a manufacturer rather than having them manufactured by BRS-represented employees. The record indicates that the Carrier has been purchasing similar products for the preceding five years. The determinative factor was the purchase of a finished product. The Scope Rule refers to the installation, repair, and maintenance of signal housing and does not cover the metal fabrication. See Third Division Awards 36586 and 36765.

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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 18th day of May 2004.