



Award No. 5004

Docket No. 4925

2-LI-CM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 156, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

THE LONG ISLAND RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement, particularly Rule No. 79 and no contracting of work agreement and penalty November 9, 1962 Agreement, the Carrier improperly denied the following named employees of the Carmen's Craft, the right to perform work covered by Agreement with the Carrier. They are

(a) W. Stuber

(b) J. Collacchio

2. That accordingly, the Carrier be ordered to compensate each of the aforementioned employees by seventeen hours at the punitive rate of pay.

EMPLOYEES' STATEMENT OF FACTS: The employees named above in part one of the employees' claim, hereinafter referred to as the claimants, are employed by the Long Island Railroad Company, hereinafter referred to as the carrier, in the craft of carmen. Carrier contracted for the building and purchased from East Coast Pallet Corporation, Elkton, Maryland, fifty wooden pallets for use in the maintenance of equipment department. This is work normally and customarily performed by carmen. The skilled manpower and carrier's facilities were adequate and available to perform this work.

No notice or information was furnished the general chairman of this contracting and hence no meeting was held with the chief mechanical officer, or his representative, for the purpose of reaching an understanding.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier, all of whom have declined to make satisfactory adjustment.

The agreement effective July 1, 1949, as subsequently amended, is controlling.

In conclusion, the carrier desires to reiterate that:

1. The awards cited herein, as well as similar awards, support a denial of this claim.
2. Rules 19 and 79, as well as the agreement of November 9, 1962, do not restrict the carrier from purchasing standard items.
3. This division has held that the carrier has the right to determine the most economical means to operate its business.

The instant claim lacks merit for reasons set forth herein and should, therefore, be denied.

FINDINGS: The Second 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 waived right of appearance at hearing thereon.

The claim is that Carrier should have used its carmen to construct wooden pallets instead of purchasing them from another company. There is not sufficient timely presented evidence in the record to persuade this Board that such manufacturing work is customarily performed by carmen and neither Rule 79 nor any other provision of the controlling agreement clearly provides that these duties belong to carmen.

The Board is not disposed to uphold claims to manufacturing work that are not clearly established by contract or proof and accordingly will deny the present claim. See Awards 3630, 3767, 4773 and 4775.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 9th day of December, 1966.

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