

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Port Authority Trans-Hudson Corporation

Dispute: Claim of Employees:

1. That under the current Agreement, the Port Authority Trans-Hudson Corporation (PATH) improperly assigned to others to remove and reinstall the fence adjoining the turnstiles at the Hoboken, N.J. PATH station on February 16, 1982.
2. That accordingly the Port Authority Trans-Hudson Corporation (PATH) should be ordered to compensate Machinist Repairmen E. J. Carney five and one-half (5 1/2) hours, T. J. Stoebling four (4) hours, J. Trinkle four (4) hours and E. Brown eight (8) hours at time and one-half the applicable Machine Repairmen's rate in order to make them whole.

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 employees 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 dispute waived right of appearance at hearing thereon.

This claim involves work performed by an outside contractor of the removal and reinstallation of a fence adjoining the turnstiles of the Hoboken, New Jersey, PATH station. The Organization contends this work was improperly assigned to an outside contractor in that the Carrier failed to give notice to the Organization as required by the controlling agreement.

Article I-C-2 of the agreement reads, as follows:

"Notwithstanding Article I-B hereof, PATH shall have the right to:

2. Otherwise contract the work performed by employees covered by this agreement to outside contractors.

The Brotherhood shall be given an opportunity to advise and consult with PATH within a reasonable time prior to the exercise of the right conferred upon PATH by Article I-C-2 hereof. However, this shall not be construed as giving the Brotherhood a veto over PATH's exercise of this right."

The facts are that, on November 16, 1981, the Carrier notified the Organization of its intention to contract out transportation and installation of radio base station cabinets throughout the Carrier's system. No electrical wiring or connections were to be included. At the Hoboken station, the contractor discovered the equipment could not be hoisted over a fence, and the fence was removed and reinstalled.

The above quoted agreement language plainly gives the Carrier unrestricted rights of contracting out. This Board, despite the claim of lack of notice, finds no agreement language which modifies that clearly expressed intent. Secondly, in that the notice of November 16, 1981, specifically refers to the transportation and installation of the radio base stations, we agree with the Carrier that the work of removing and reinstalling the blocking fence was incidental to transporting the equipment.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Dever, Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1985