

**Award No. 11230**

**Docket No. MW-10552**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Phillip G. Sheridan, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it assigned the work of remodeling the Ottumwa Division Offices to a general contractor whose employes hold no seniority rights under the subject Agreement.

(2) Each employe holding seniority in Groups 1, 2, 3, and 4 of the B&B Subdepartment on the Ottumwa Division be allowed pay at his respective straight-time rate for an equal proportionate share of the total number of man-hours consumed by employes of the Ottumwa Mill and Construction Company in performing B&B subdepartment work on the project referred to in Part (1) of this claim.

(3) Each employe holding seniority in Group One (1) of the Water Service Subdepartment on the Ottumwa Division be allowed pay at his respective straight-time rate for an equal proportionate share of the total number of man-hours consumed by employes of the Ihms Plumbing Company in performing Water Service Subdepartment work on the project referred to in Part (1) of this claim.

**EMPLOYES' STATEMENT OF FACTS:** Because dispatchers from the St. Joseph Division were to be moved to the Ottumwa Division, the Carrier found it necessary to remodel the upstairs offices at the Ottumwa Depot.

This work of remodeling "consisted of cutting a doorway between the trick dispatcher's office and the room formerly used as a store room, converting the store room to the trick dispatcher's office. The work of remodeling included placing acoustical material on the ceilings and walls of the new dispatcher's office; installation of wash basin and electric cooler; moving the store room to a portion of the building formerly used as sleeping quarters for enginemen, requiring construction of new partitions and plastering both sides of the walls.

a Senate Subcommittee of the purpose of the proposed rule, clearly bears out the fact that no prohibition against contracting out any work exists in the current agreement.

7. The Federal Court decision identified as Carrier's Exhibit No. 14 holds that unless the employer expressly agrees with the union not to contract out work, it does not violate the collective agreement to have the work performed by outside contractors. That no such expression can be found in the agreement here is evidenced by Item 6 above.

With these irrefutable facts before it, the Board must dismiss the claim for lack of jurisdiction or deny it in its entirety for lack of merit.

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The Carrier affirmatively asserts that all evidence herein and herewith submitted has previously been submitted to the Petitioner.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This claim is based upon an allegation that the Carrier violated the Agreement by Contracting out work in remodeling the Ottumwa Division Offices. The Organization contends that this work was reserved to them.

The Carrier also contends that this claim should be dismissed because the claim as presented does not comply with Section 1(a), Article V of the August 21, 1954 Agreement.

We have read all of the past awards presented by the respective parties concerning the above procedural issue, and it is our opinion that the claim as presented with respect to the Claimants involved is too vague and indefinite. We cannot ascertain from this claim who the Claimants are and whether they would at the time involved be a proper Claimant. There is nothing in the record to show their employment status at the time the claim arose.

A recent award sustaining this view is 11066.

This claim is dismissed.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

That this Division of the Adjustment Board has no jurisdiction over the dispute involved herein.

#### AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1963.