



**Award No. 14295**

**Docket No. MW-12862**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**G. Dan Rambo, 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, on August 25, 1959, it assigned the work of reroofing the depot at Holdrege, Nebraska to the Kingsley Lumber Company, whose employes hold no seniority rights under the provisions of this Agreement.

(2) Each furloughed employe holding seniority in Group 4 of the Bridge and Building Sub-department on the McCook Division be allowed pay at his respective straight time rate for an equal proportionate share of the total number of man-hours consumed by the contractor's forces in performing the work referred to in Part (1) of this claim.

**EMPLOYES' STATEMENT OF FACTS:** On August 25, 1959, the work of re-roofing the depot at Holdrege, Nebraska was assigned to and started by the Kingsley Lumber Company, whose employes hold no seniority rights under the provisions of this Agreement.

The employes holding seniority in Group 4 of the Bridge and Building Sub-department were available and fully qualified to perform the subject re-roofing work, having performed work of an identical character in re-roofing the depots at Falls City and Seward, Nebraska.

The claim as set forth herein was presented and progressed in the usual and customary manner on the property, but was declined at all stages of the appeals procedure.

The Agreement in effect between the two parties to this dispute dated September 1, 1949, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

**CARRIER'S STATEMENT OF FACTS:** The roof of Carrier's depot at Holdrege, Nebraska was severely damaged by a hail storm, and it was necessary to make repairs expeditiously in order to prevent damage to the interior of the depot during subsequent rains. A local roofing contractor made the necessary repairs in conformity with the practice which has been in effect on this Carrier for more than 35 years.

The schedule of rules agreement between the parties, effective September 1, 1949, and amendments thereto are by reference made a part of this submission.

**OPINION OF BOARD:** This claim arose from the assignment of the work of re-roofing the Depot at Holdrege, Nebraska to a contractor whose employees were not covered by the Agreement.

The same or similar issues presented in the instant claim involving the identical parties and on the same property have been before this Board on several occasions and have been thoroughly discussed in the Awards. See Awards 7600, 10937, 11716, 13638 and 14207. A further discussion here would be repetitious.

The foregoing awards have established a definite pattern and precedent on this property. We can find no substantial difference between these previous claims and the claim at bar. Therefore, we hold that the Agreement was not violated.

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

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement has not been violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1966.