

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

G. Dan Rambo, Referee

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 or about January 1, 1959, it assigned the work of constructing a new Depot Building, a new Service Building and the remodeling and repair of the Mill Building, together with other work incidental thereto, including the construction of the necessary drive-ways and platforms at St. Joseph, Missouri, to a General Contractor whose employees hold no seniority rights under the provisions of this Agreement.

(2) The employees holding seniority in Groups 2, 3 and 4 of the Bridge and Building Sub-department and Group 1 of the Roadway Equipment Machines Sub-department on the territory where the work was performed each be allowed pay at his respective straight time rate for an equal proportionate share of the total man-hours consumed by the Contractor's forces in performing the work referred to in Part (1) of this claim, retroactive to sixty days from June 27, 1959.

EMPLOYES' STATEMENT OF FACTS: On or about January 1, 1959, the Carrier assigned the Thomas Construction Company, whose employees hold no seniority rights under the provisions of this Agreement, to perform Maintenance of Way and Structures Department work at St. Joseph, Missouri.

Specifically, the work consisted of:

(1) The construction of a brick and stone depot building, 40 feet in width by 80 feet in length, and other work incidental thereto.

(2) The construction of a brick and stone service building, 20 feet in width by 80 feet in length, and other work incidental thereto.

the work was started, and 12 days after this large project was completed. The claim was declined at all stages of handling on the property on the basis of the procedural defects involved on the part of Petitioner, and on the complete lack of contractual support.

The schedule of rules agreement between the parties, effective September 1, 1949, and amendments thereto including the August 21, 1954 Agreement and Mediation Agreement A-5987, effective December 1959, are by reference made a part of this submission.

OPINION OF BOARD: This claim arose from the assignment of the work of constructing a new Depot Building, a new Service Building, and the remodeling and repair of the Mill Building and other work incidental thereto at St. Joseph, Missouri to a contractor whose employes 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 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 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.