



Award No. 15416
Docket No. MW-14784

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ILLINOIS CENTRAL RAILROAD COMPANY

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

(1) The Carrier violated the Agreement when it assigned the work of installing a suspended acoustical ceiling in the waiting room of the Central Station, Chicago, Illinois, to an outside contractor, whose employes hold no seniority rights under the provisions of the Agreement. (Carrier's Case No. 267 MofW.)

(2) Each Bridge and Building Department employe holding seniority as foreman, assistant foreman, carpenter and carpenter helper on the Chicago 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: The factual situation in this case was fully and accurately set forth in the letter of claim presentation, which reads:

"August 23, 1962
C-35-B-62

Mr. J. H. Megee
Division Engineer
Illinois Central R. R.
Chicago 5, Illinois

Dear Sir:

We are writing this for and on behalf of certain B&B employes on the Chicago Division, who are being deprived of opportunity to perform work rightfully coming under their jurisdiction in accordance with current agreement.

As you know, the Illinois Central is presently engaged in installing a suspended 'Acoustimetal' ceiling in the waiting room at Central Station at Chicago. As you of course are aware, installing this ceil-

The agreement between the parties dated June 1, 1962 is by reference made a part hereof.

OPINION OF BOARD: The Carrier in this case entered into an agreement with an outside Contractor for the installation of a suspended acoustical ceiling in the waiting room of the Central Station, Chicago, Illinois. Petitioner contends essentially that this work should have been performed by them, and that since it was not the Carrier specifically violated the Scope Rule of the Agreement.

Carrier cites a number of awards arising out of previous disputes between these same parties concerning the application of the Scope Rule contained in the Agreement and to the question of Carrier's right to contract work out. (Awards 10540, 11208, 11832, 11887, 12298 and 14942.)

Petitioner, on the other hand, offered no evidence other than mere assertions that this type of work had heretofore been performed by Carrier's B&B Department employees at other locations.

Considering the record as a whole, we find that Petitioner has failed to satisfy its burden of proof that the disputed work belongs to claimants, therefore, we deny the claim.

In view of our conclusions on the merits, it is unnecessary to decide the procedural questions raised by the Carrier.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of March 1967.

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