



Award No. 16026
Docket No. MW-14336

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

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

1. The Carrier violated the Agreement when, on various dates in January, 1962 and February 1, 2 and 6, 1962, it assigned the work of repairing and maintaining the heating facilities in the passenger station and freight house at Aberdeen, South Dakota to outside contractors.

2. The Carrier further violated the Agreement when, on February 20, 21, 23, and March 1, 2, 5, 19 and 22, 1962, it assigned the work of repairing and maintaining the heating facilities in the passenger station and freight house at Aberdeen, South Dakota to outside contractors.

3. B&B Foreman Russell Blake and all other B&B employees holding seniority on the Aberdeen Division each be allowed pay at their respective straight time rates for an equal proportionate share of the two hundred thirty-eight (238) man hours because of the violation referred to in Part (1) of this claim.

4. B&B Foreman V. L. Blake now be allowed fifty-six (56) hours' pay at his straight time rate because of the violation referred to in Part (2) of this claim.

EMPLOYEES' STATEMENT OF FACTS: Prior to December, 1954, the Carrier heated all of its buildings at Aberdeen, South Dakota with steam furnished from four hand-fired coal burning boilers located in its powerhouse. Said steam was distributed to the various buildings through underground piping. During this period, the construction, repair and maintenance of all such heating facilities, except those within the passenger station and freight house, was assigned to the Carrier's Mechanical Department pipefitters. The Carrier's B&B forces were exclusively assigned to perform all work in connection with the construction, repair and maintenance of the heating facilities within the passenger station and freight house.

ment either by schedule rule or past practice, therefore, there occurred no violation of the Maintenance of Way Agreement when the work here involved was contracted.

Claimant Russell Blake was fully employed and under pay during the entire period here involved, therefore, there were no lost earnings on his part.

At no time during the handling of Claim No. 2 on the property did the employes cite any schedule rules or agreements or in any other way furnish a basis for and in support of Claim No. 2.

There is attached hereto as Carrier's Exhibit B copy of letter written by Mr. Amour to Mr. James under date of September 10, 1962.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves the contracting out of work of repairing and maintaining heating facilities in the passenger station and freight house at Aberdeen, South Dakota, at various times in January, February and March, 1962. In order to get the case off the ground, Employes must prove that the involved work was reserved exclusively to them under the terms of the Agreement. Evidence adequate to support this conclusion is not in the record.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of December 1967.