

RATIONAL **RAILROAD** ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19627  
Docket Number MW-19533

Alfred H. Brent, Referee

(Brotherhood of Maintenance of Way Employee

PARTIES TO DISPUTE: (

(The Illinois Central **Railroad** Company

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

(1) The Carrier violated the Agreement when, without prior notification to the General Chairman, it assigned the work of remodeling a portion of the seventh floor of the General Office Building at Chicago, Illinois to outside forces (System File **C-62-B-69/Case 733 MofW**).

(2) Paint Foreman A. E. Bissell and the members of his gang (**#327**) during the period involved here each be allowed eight (8) hours' pay **at** their respective straight time rates for each day of the instant violation, excluding all dates prior to **March 6, 1969**.

(3) B&B Foremen **U. Gioiosa** and the members of his gang (8320) during the period involved here each be allowed eight (8) hours' pay at their respective straight time rates for each day of the instant violation, excluding all dates prior to **March 6, 1969**.

OPINION OF BOARD: This dispute raises an issue that has been presented to this Board on many occasions: the Organization claims that the Carrier has contracted **out** work within the scope of the applicable schedule agreement without giving 15 days prior advance notice to the General Chairman of the **Organization** of the Carrier's intention to contract out work. In this **case** the Carrier contracted out the work of remodeling a portion of the seventh floor of the General Office Building in Chicago, Illinois, to outside forces. The work involved included carpentry, masonry and painting work which the Organization contends was embraced within the Scope Rule of the Agreement.

This Board has **held** that the exclusivity doctrine is of no effect in deciding disputes involving Article IV of the May 17, 1968 Agreement, but has also denied monetary **payments** where no loss was shown. See Awards 18305 Dugan, 18306 Dugan, 18860 **Devine**, 18687 **Rimer**, 18773 Edgett, 18714 **Devine**, 18716 **Devine** (involving the **same** parties), 18967 Cull, 18968 Cull, 19056 **Franden**, 19153 Dugan, 19154 Dugan, 19191 O'Brien, 19399 O'Brien.

This Board finds that nothing in Article IV changes the rights of the parties to sub-contract out. The Carrier should have given the **General** Chairman prior notice of its intention. Based on the precedents cited above, this Board concludes that **the** Agreement was violated, but **there were no monetary damages.**

**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 violsted.

A W A R D

Paragraph One of the Claim is sustained.

Paragraphs Two and Three of the Claim are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *E. G. Killen*  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of **February** 1973.