

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22733
Docket Number m-22760

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employees**
(The Chesapeake and Ohio Railway Company
(Northern Region)

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

(1) The Agreement was violated when, on July 21, 1977, the Carrier used outside forces to **make** repairs to Tie Shear Machine TS-14F (System File C-TC-490/X-1976).

(2) As a consequence of the aforesaid violation, Roadway **Mechanic** Richard J. **Keating** (ID 2617699) be allowed **5-1/2** hours' pay at his straight-time rate."

OPINION OF BOARD: The Claimant asserts that as an assigned Roadway Machine Repairman (Mechanic) within the Roadway Machine and Equipment Repair and Service Sub-Department, he and fellow employees **within the** -Sub-Department have customarily and traditionally performed all roadway machine repair work, including welding in connection therewith. Thus, the Claimant asserts that the Carrier violated the agreement when, **on** the claim date, it contracted with an outside concern to repair (weld) the **frame** of **TS-14F**. Further, the **Claimant** asserts that the Carrier did not discuss the matter with the General Chairman, as required by Appendix F.

The Carrier pointed out on the property that the employees were not available to perform the necessary welding repairs on the date that the machine broke, because of other repair work to be performed, even though the employees performed substantial amounts of **overtime on** that day. **On** the next day, again the Carrier could not repair the machine due to higher priority repair work, and again the employees performed substantial **overtime**. Toward the end of that day, another machine developed a broken shear pin, so that the force had **only** one tie shear **in** service. As a result, an emergency situation arose, inasmuch as 2 of the 3 tie shears were out of service and there was more repair work than the bargaining unit employees were physically able to perform. **As** a result, the Carrier found it necessary to contract the welding on TS-14F.

We have considered the entire record, and we find that under the circumstances, there is not a basis for this claim.

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 claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1980.