NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23303
Docket Number MW-23208

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Southern Pacific Transportation Company
(Pacific Lines)

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

(1) The Carrier violated the Agreement when it assigned the work of re-roofing the System Automotive Shop at West Oakland, California to outside forces April 21, 1978 through May 11, 1978 (System File MofW 152-838).

(2) The Carrier also violated Article IV of the National Agreement of May 17, 1968 when it did not afford the General Chairman a conference to discuss matters relating to the work referred to in Part (1) above.

(3) Foremen E. E. Appleton and R. 0. Bowlin, Brick Mason F. G. Freije, Composite Mechanics J. Hurley and W. L. Stone, Painter A. F. Vasconsellos and Carpenters J. R. Pokorney, A. Fernandez and T. Lee each be allowed one hundred (100) hours of pay at their respective straight time rates because of the aforesaid violations."

OPINION OF BOARD: In April, 1978, Carrier contracted cut the re-roofing of the System Automotive Shop at West Oakland, California. The work took about three weeks an&required 910 man hours at a cost to Carrier of about $49,000. The Organization alleges that this re-roofing work belonged to covered employes in Carrier's Maintenance of Way Department and should have been given to them to perform.

It alleges that Carrier violated Article IV of the May 17, 1968, Agreement when it failed to give the General Chairman an opportunity to discuss the work in question and that Carrier violated the Scope Rule and the Seniority Rule of the controlling agreement when it allowed work normally and historically done by covered employes to be done by outsiders. Consequently, the Organization claims 100 hours pay at straight time rates for nine specified employes.

Carrier denies that it failed to conform with the notice and conference requirement of Article IV of the May 17, 1968, Agreement or that the re-roofing of the automotive shop was work exclusively reserved to Maintenance of Way employes or that the subcontract it entered into for the re-roofing work was in any way a violation of the schedule agreement or of the May 17, 1968, Agreement.

In order to sustain its position in this case, the Organization must demonstrate that Carrier denied the General Chairman a conference as required by Article IV or that the work contracted out was reserved to bridge and building employes exclusively. The Organization has failed to prevail on these points.

The record clearly shows that the General Chairman requested and was offered the opportunity of having a conference. For whatever reason, he failed to follow up and Carrier contracted out the work resulting in the instant claim.

This Division has decided other cases involving subcontracting of work on this railroad. We have generally applied the same principles in those cases that we applied in this case.

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 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 was not violated.

A W A R D

claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 29th day of May 1981.