

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 28301  
Docket No. CL-27674  
90-3-87-3-290

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union  
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10168) that:

1. The Carrier violated Rules 1, 2, Appendix E, and other related rules of the Agreement when it required, permitted or allowed an outside firm to perform work reserved to the employees covered by the Agreement.
2. The Carrier shall now be required to compensate Mr. J. M. Lyle for eight (8) hours at his overtime rate of pay each day, Monday through Friday, beginning with Monday, February 3, 1986 and continuing until the violation is stopped.
3. The Carrier shall be required to pay the above amount in addition to all pay already received or that will be received by Mr. Lyle."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On January 31, 1986, Carrier engaged an outside contractor, Mize Houser and Co., to write a program for the System 36 Computer in its Traffic Control Center. The purpose was to provide entry through a CRT to an IBM System 36 located in the Traffic Control Center. The Contractor began work on January 31, 1986, and finished on May 23, 1986. It spent about 450 man hours.

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The Organization contends that Claimant who held the position of Programmer-Analyst, Assistant Machine Room Supervisor, should have been used to perform the programming work.

Carrier contends that Claimant was fully occupied with his regular duties and that no qualified programmer existed among the ranks of other employees. It contended, given the press to improve the system and effect economies, that it had the right to go to an outside contractor to complete the needed program.

This Board has reviewed the record and the material presented by each side. We cannot conclude from this review that the Organization has carried the burden of supporting its position that Carrier cannot contract out the programming operation in question. The Board does not read Rule 1, Rule 2, or Appendix E to bar Carrier from obtaining an outside Company to do a programming project, or does it conclude that listing duties in job bulletins means those duties will always be performed exclusively by the person holding that job.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1990.