Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29187
Docket No. MW-28900
92-3-89-3-313

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Consolidated Rail Corporation

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

(1) The Carrier violated the Agreement when it assigned or otherwise permitted outside forces to rebuild the Radio Shack at 405 Division Street, Elizabeth, New Jersey beginning April 4, 1988 (System Docket CR-3828).

(2) The Agreement was further violated when the Carrier did not give General Chairman J. Dodd prior written notification of its plan to assign said work to outside forces.

(3) As a consequence of the violations referred to in Parts (1) and/or (2) above, furloughed B&B employes M. D. Gittens, E. Kalegi, J. J. Reynolds, G. Sanchez, P. Clark, P. Rivas, R. Roman, H. Trumpore, B. Cosby, D. Tullo, B. Colon and J. Sullivan shall each be allowed pay at their respective straight time and overtime rates for an equal proportionate share of the total number of man-hours expended by the outside forces performing the work identified in Part (1) above."

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 waived right of appearance at hearing thereon.

This dispute concerns the contracting to outside forces of the interior construction of a radio repair shop and garage facility in the existing New Jersey Division headquarters at Elizabethport, New Jersey. More than 15 days prior to the work being undertaken, the Carrier notified the General Chairman whom it considered "involved" in the project, as required by the Scope Rule, which reads in pertinent part as follows:

> "In the event the Company plans to contract out work within the scope of this Agreement, . . . the Company shall notify the General Chairman involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto . . . ."

Pursuant to such notice, a conference was held with the General Chairman. The Claim herein is on behalf of employees represented by another General Chairman, and the Organization argues that the Carrier failed to meet its contractual obligation to notify and confer with such General Chairman.

Reviewing the record, the Board is persuaded that the Carrier met its obligation to notify the "General Chairman involved" and that the Carrier may not be held in violation of the Scope Rule by its failure to notify a second General Chairman.

The Organization nevertheless pursued its argument that the claimed work, a portion of the construction project, should have been assigned to Maintenance of Way forces. The Carrier points out, among other arguments, that this construction project required the work of various crafts. In this instance, the Board concludes that the Organization has provided insufficient support for the contention that the Carrier was required to "piecemeal" a portion of the work to Maintenance of Way employees. Further, the Board does not have before it any Claim from the General Chairman who was notified and with whom a conference was held.

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 3rd day of April 1992.