

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30200
Docket No. MW-29831
94-3-91-3-197

The Third Division consisted of the regular members and in addition Referee Charlotte Gold when award was rendered.

PARTIES TO THE DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Union Pacific Railroad Company

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

- (1) The Agreement was violated when the Carrier assigned outside forces (Darden and Gloeb Company) to prepare surfaces and apply paint, stain and varnish to the walls and woodwork on the twelfth floor and the elevator lobby of the twelfth floor of the Headquarter's Building on November 16, 17, 18, 20, 21, 22, 24, 25, December 11, 12, 13 and 14, 1989 (System Files S-262/900259 and S-260/900257).
- (2) The Agreement was further violated when the Carrier failed and refused to furnish the General Chairman with advance written notice of its intention to contract out said work as required by Rule 52.
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, B&B Painter R. J. Cronican shall be allowed two hundred fifty-six (256) hours of pay at the 1st Class Painter straight time rate."

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 employe 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 is a companion case to that in Third Division Award 30198. The work in dispute in that instance was the remodeling of the third floor elevator lobby in the Omaha Headquarters Building. At issue here is the remodeling of the twelfth floor in the Headquarters Building.

This Board determined in that instance that there was not compelling proof that the work of remodeling an office building was the type of work that had been customarily performed by Carrier's B&B Subdepartment (that is, to such a degree so that it accrues to them under the parties' general Scope Rule).

We held in that case that the claim could not be sustained. We so hold here.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Linda Woods
Linda Woods - Arbitration Assistant

Dated at Chicago, Illinois, this 8th day of June 1994.