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NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

G. L. HART

Award No. 30633
Docket No. MW-28904
94-3-89-3-312

The Third Division consisted of the regular members and in addition Referee Gil Vernon 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 outside forces to install metal doors and hardware at the C&S Signal Shop and Training Center in Hilliard, Ohio beginning April 4, 1988 (System Docket CR-3806).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman 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, B&B Foreman R. N. Williams and B&B Mechanics C. T. Julian and R. E. Marvin shall each be allowed forty (40) hours of pay at their respective 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 employee or employees involved in this dispute are respectively carrier and employee 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 therein.

Parties to said dispute waived right of appearance at hearing thereon.

At the outset the Board must reject the Organization's contention that no notice was given concerning the work in question. The installation of the doors in question was a small part of a major building rehabilitation including the construction of another pre-engineered building. The total cost of the project exceeded 1 million dollars. Notice was given to the Organization on March 10, 1987, concerning the overall project. While it is true that the notice didn't specify the project included the installation of metal doors, it was not necessary that it did. It is easily presumed that if the Carrier was going to spend a million dollars on a building, that they would get one with doors. Since doors are such an integral part of such a project, it is not necessary to separately list or describe them as part of the project. In short, the notice was adequate.

As for the merits of the contracting out, the fact that the installation of the doors was a small part of a much larger project is significant. While there is no doubt Carrier employees had the skills to handle the installation of doors, the Carrier is not required to piecemeal parts of the larger project which clearly was beyond the scope of available skills, equipment, and time of Carrier forces. This principle was applied on this property in Third Division Award 26850 and was stated as follows:

"Finally, it has been well established by this Board that work contracted out will be considered as a whole. It will not be artificially divided into discreet units such that the employees could have performed some of the work. (See Third Division Awards 6112 and 12317). Hence, Carrier was not required to 'piecemeal' the work in order to enable employees to perform some small portion thereof. Accordingly, and for the foregoing reasons, the Claim must be denied."

Also, see Award 28 of Special Board of Adjustment No. 1016.

In view of the foregoing, the Agreement was not violated.

AWARD

Claim denied.

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O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 28th day of December 1994.