

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30691
Docket No. MW-30106
95-3-91-3-537

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 Employees
(
(Union Pacific Railroad Company

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

- (1) The Agreement was violated when the Carrier used an outside concern (Action Construction) to perform building maintenance work comprised of applying paint to the interior walls of the Carman Locker and Lunchroom building at the Shop Facility (Steel Car Shop) at Pocatello, Idaho on March 5, 6, 7, 8, 9 and 10, 1990, (System File S-301/900406).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman advance written notice of its intention to contract out the work described in Part (1) hereof in accordance with Rule 52.
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, B&B Painter W. S. Wallace shall be allowed eighty-eight (88) hours' pay at the applicable First Class Painter's rate of pay."

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 herein.

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

By letter dated August 8, 1989, the Carrier notified the General Chairman of its intention "to solicit bids to cover the construction of the Carmen Locker and Lunchroom Building at the Shop Facility at Pocatello, Idaho." The construction work is not at issue in this Claim, which is confined to the assertion that the interior painting work in the building was improperly contracted.

At the outset, the Board finds that the August 8, 1989 notice was sufficient to cover all aspects of the construction, which logically would include initial painting of the interior walls.

As to the painting work itself, the Carrier's right to contract such work has been reviewed and upheld in previous Awards. Among these are recent Third Division Awards 29544 and 29037. Award 29037 concluded:

"We are forced to conclude from a review of over two hundred instances of contracting out painting, that the Carrier did not violate the Agreement. A careful review of all of the Organization's arguments and evidence fails to convincingly show language, practice, or facts to prove a Carrier violation."

The Board finds no basis to reach a different conclusion in this instance.

AWARD

Claim denied.

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 31st day of January 1995.