

Award No. 14294

Docket No. MW-11673

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

G. Dan Rambo, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY  
EMPLOYEES**

**CHICAGO, BURLINGTON & QUINCY RAILROAD  
COMPANY**

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

(1) The Carrier violated the effective Agreement when, on or about November 20, 1958, it assigned the work of installing roofs on buildings at its West Burlington Shops to a General Contractor whose employees hold no seniority rights under the provisions of this Agreement.

(2) Each employe holding seniority in Group 4 of the Bridge and Building Sub-department on the Ottumwa Division be allowed pay at his respective straight time rate for an equal proportionate share of the total man-hours consumed by the Contractor's forces in performing the work referred to in Part (1) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** In 1958 the Carrier decided to re-roof the Blacksmith Shop and the two fan rooms on the north side of its maintenance of equipment shop at West Burlington, Iowa.

The work consisted of the replacement of defective sheathing and purlins and the installation of a five-ply tar and gravel roof.

All of the work, except the installation of the five ply tar and gravel roof, was assigned to and performed by the Carrier's Bridge and Building Sub-department employes.

On or about November 20, 1958 the work of installing the five ply tar and gravel roof was started by the Johnson Roofing Company of Chicago, Illinois, whose employees hold no seniority rights under the provisions of this Agreement.

The employes holding seniority in the Bridge and Building Sub-department on the Ottumwa Division were available and fully qualified to perform the roofing work assigned to contract, having theretofore installed the same type of roof, using equipment provided by the Carrier.

The Agreement violation was protested and the instant claim presented in behalf of the Claimants. The claim was declined as well as all subsequent appeals.

The Agreement in effect between the two parties to this dispute dated September 1, 1949, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

**CARRIER'S STATEMENT OF FACTS:** A contract was entered into with a roofing contractor for installing a new five-ply, built-up tar and gravel roof, carrying a ten-year guarantee, on the blacksmith shop and the two fan rooms at the north side of the Mechanical Department shop at West Burlington, Iowa. Carrier's B&B forces replaced the rotted sheathing and purlins, and performed all of the necessary carpenter work prior to the application by contractor of the tar and gravel roofing, in line with the practice that has been in effect since 1922.

The schedule of rules agreement between the parties, effective September 1, 1949, and amendments thereto including the August 21, 1954 Agreement, are by reference made a part of this submission.

**OPINION OF BOARD:** This claim arose from the assignment of the work of installing a roof on a building at Carrier's West Burlington Shops to a contractor whose employees were not covered by the Agreement.

The same or similar issues presented in the instant claim involving the identical parties and on the same property have been before this Board on several occasions and have been thoroughly discussed in the Awards. See Awards 7600, 10937, 11716, 13638 and 14207. A further discussion here would be repetitious.

The foregoing awards have established a definite pattern and precedent on this property. We can find no substantial difference between these previous claims and the claim at bar. Therefore, we hold that the Agreement was not violated.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement has not been violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1966.

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