

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25088
Docket Number MW-24306

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Burlington Northern Inc. (former St. Louis-San Francisco
(Railway Company)

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

(1) The Agreement was violated when outside forces were used to repair the roof of the Wheel Shop at Springfield, Missouri (System File A-8322/D-9976).

(2) As a consequence of the above, each member of the B&B gangs assigned to Seniority District No. 1 during the claim period (October 13, 1979 through December 5, 1979) be allowed an equal proportionate share of the six hundred twenty-four (624) man-hours expended by outside forces."

OPINION OF BOARD: In the summer of 1979, it came to the attention of Carrier that the roof on the Wheel Shop at Springfield, Missouri, was in need of repair. On September 12, 1979, Carrier notified the General Chairman that it intended to contract out the replacement of the roof on the Wheel Shop. The required conference was held wherein the General Chairman made his case for doing the work with Carrier forces. No agreement was reached and the work was contracted out. The work was completed between October 16 and December 13, 1979.

Petitioner filed a claim contending that Carrier should have used Carrier forces to replace the roof, since the work was traditionally and historically performed by Maintenance of Way employes. Carrier contends that it did not have the equipment required to do the job, its forces were all employed on other projects, it had on numerous occasions in the past contracted out such work, and Carrier forces did not have the required skills to install built up roofs.

This Board has carefully reviewed the record of this case and must conclude that Carrier did not violate the Agreement in this instance. It gave proper notice of its intent to subcontract. It presented valid reasons for desiring to subcontract and it demonstrated that the Organization did not traditionally and historically install built up roofs on Carrier property. Carrier met the requirement of Rule 99 in this instance. The grievance is therefore denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 was not violated.

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 23rd day of October, 1984.