

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 30198  
Docket No. MW-29392  
94-3-90-3-318

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 used outside forces to perform building remodeling work in the third floor elevator lobby of the Omaha Headquarters Building on January 31 through March 8, 1989 (System File S-168/890471).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman proper and timely advance written notice of its intention to contract out the work involved here, in accordance with Rule 52 and the December 11, 1981 Letter of Agreement.
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, B&B Carpenters T. E. Danahy and E. C. Sorensen shall each be allowed two hundred sixteen (216) hours at their straight time 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 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.

At issue here is Carrier's decision to subcontract construction and repair of the third floor elevator lobby of the Omaha Headquarters Building. The work commenced on January 31, 1989, and was performed by the Linwald Construction Company. Carrier refers to the work as remodeling. In its Submission, the Organization describes the work as stripping and removing old ceiling, wallpaper, woodwork, framing new walls and ceiling columns; installing a new ceiling, drywall, and woodwork. The Organization points out that while notice was given, it was not given within the proper time limits outlined in the Agreement.

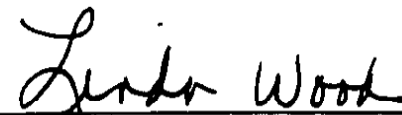
Based upon Carrier's extensive list of the subcontracting of projects over the years, this Board is not convinced that the type of work being done (that is, the remodeling of an office building) is the type of work that has customarily been performed by employees covered by the parties' Agreement. While there is no dispute that they have done such jobs on occasion--and in fact did so on the current project--there is insufficient evidence that they did so to such a degree as to say that the work was performed on a customary, historical, or traditional basis. Thus, it does not fall within the purview of Rule 52.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:



Linda Woods - Arbitration Assistant

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