

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30668
Docket No. MW-29422
95-3-90-3-348

The Third Division consisted of the regular members and in addition Referee Charlotte Gold when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
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(Elgin, Joliet and Eastern Railway Company

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

- (1) The Agreement was violated when the Carrier assigned outside forces (Jasper Engine) to perform equipment repair work on Jet Snow Blowers 340 and 341 from August 22 through September 1, 1988 (System File SAC-11-88/WM-2-88).
- (2) The Agreement was further violated when the Carrier failed to furnish the General Chairman with advance written notice of its intention to contract out said work as required by Rule 6(c).
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, Motorcar Repairmen W. Kiser and E. Krumrie shall each be allowed sixty-four (64) hours of pay at their time and one-half 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 herein.

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

The Organization seeks compensation for work on two Jet Snow Blowers performed by an outside contractor, Jasper Engines and Transmissions, between August 22 and September 1, 1988. At the center of this dispute is a question of the nature of the work performed--whether the Snow Blowers were repaired by outside forces, whether diesel engine units were merely replaced or exchanged (an action not subject to claim), and the like. Preliminarily, Carrier also alleges that the Organization's claim was defective because it did not describe accurately the work to be performed and compounded the error in its later amendments. On that basis alone, it should be dismissed for not being timely filed, Carrier contends.

In the final analysis, it appears that the work to which the Organization lays claim involves only the incidental work of attaching and removing engine accessories on diesel engines (that is, detaching the diesel engine from the jet engine and reattaching it after the work on the engine unit was performed by Jasper). The Organization speaks of replacing "short blocks" (diesel engine block assemblies) on each diesel engine. Instead of assigning Motor Car Repairmen to dismantle the engine components and install new ones, the engines and accessories were sent to the Contractor.

Upon a complete review of the record, this Board finds that the project in general involved the exchange or replacement of diesel engine units. The work at issue was incidental to this task. It was necessary for Jasper to remanufacture both the engines themselves and supplementary accessory parts. This was work that could not have been performed by Carrier's forces. As noted by the General Chairman on February 13, 1989, the Organization does not make claim for exchanges.

The Board agrees that there was considerable confusion in the earlier descriptions of the work to be performed. In the final analysis, however, the work was properly given to Jasper and the claim must be denied on its merits.

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 31st day of January 1995.