

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31661
Docket No. MW-31198
96-3-93-3-137**

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

**(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Monogahela 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 (Harry Swartz Builders) to perform Bridge and Building Subdepartment work (roof repairs) on the Maidsville Yard Office on March 31 and April 1, 1992.**
- (2) As a consequence of the violation referred to in Part (1) above, Claimants G. Aston, D. Teagarden, C. Grimm, G. Watkins, G. Humes, A. McGonigle and J. Weisgerber shall each be allowed sixteen (16) hours' pay at their respective rates 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.

On January 24, 1992 the Carrier gave notice to the General Chairman of its intent to contract out the repair of the roof on the Maidsville Yard Office.

On February 3, 1992 the General Chairman wrote the Carrier the following:

"2. Repair of roof at Maidsville yard office.

This is work which has been performed ordinarily and customarily by carrier forces. The establishment of apprenticeship roster for mechanics in the B&B department would have provided manpower had the carrier scheduled the work properly. The B&B is not presently performing seven days or is overtime being considered."

However, the General Chairman never requested a conference on the matter.

On March 31 and April 1, 1992 an outside contractor replaced the roof working a total of 18 hours. On April 10, 1992 time claims were filed.

The Organization in its Submission fails to cite a Rule that the Carrier violated. It argues that the Carrier has failed to hire enough employees to do the work. However, it does not cite a Rule which bars the Carrier from contracting out the work in question.

The Agreement was not violated.

AWARD

Claim denied.

ORDER

The 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 29th day of August 1996.