

PROCEEDINGS BEFORE PUBLIC LAW BOARD NO. 3781

AWARD NO. 8

Case No. 8

Referee Fred Blackwell

Carrier Member: R. O'Neill

Labor Member: W. E. LaRue

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

CONSOLIDATED RAIL CORPORATION

STATEMENT OF CLAIM:

Claim of the Brotherhood (CR-663) that:

(a) The Carrier has violated the current Scheduled Agreement, particularly the Scope Rule pertaining to contracting out Maintenance of Way work, when it used an outside firm to fabricate 20 bearing mount plates for the broom boxes of the Plasser regulator.

(b) Canton Shop Repairman W.A. Gray, Claimant, having fabricated the initial bearing mount plate used as a template, should be compensated for 20 hours straight time for the Carrier's violation of the Scheduled Agreement.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

OPINION

This case involves a Scope Rule dispute which arises at the Carrier's Maintenance of Way Repair Shop at Canton, Ohio. The Claimant, a Repairman at the Canton Shop, submitted a time claim

dated September 6, 1983 on the basis of allegations that the Carrier's action of contracting with an outside company, Welding Improvement of Lisbon, Ohio, for the fabrication of parts for a Plasser ballast regulator was violative of his rights under the Scope Rule of the parties' Agreement; and that the Carrier should be required to compensate him for all of the work performed by the outsider.

The record reflects that in or about July 1983 a Plasser ballast regulator was being overhauled at the Carrier's Canton Repair Shop. Prior to August 9, 1983 the Claimant was assigned to make a template to be sent to an outside company known as Welding Improvement of Lisbon, Ohio, for Welding's use in the fabrication of twenty (20) bearing mount plates for the broom box of the Plasser ballast regulator. The template and order were sent to Welding Improvement on August 9 and the bearing plate mounts were received at the Canton Shop on August 17, 1983. Between the time of the placement of the order and the receipt of the order, the Claimant made four (4) bearing mount plates for the Plasser regulator.

The Carrier denied the claim on the ground that Welding Improvement supplied the bearing mount plates in its capacity as an outside vendor, and that the Carrier was empowered to obtain the parts from a vendor because the confronting Scope Rule does not cover the manufacturing of specific parts for a Plasser ballast regulator; and that it is established practice and pro-

cedure for the Carrier to use an outside vendor to manufacture specialized parts for specific pieces of machinery.

After due study of the foregoing and of the whole record, inclusive of the parties' arguments in support of their respective positions in the case, the Board concludes that the record at hand does not establish that the disputed work is work covered by the scope of the confronting Agreement. More specifically, the Board observes that a work assignment involving the making of a prototype or model of a part that is needed for repair and/or overhaul of machinery or equipment, does not in and of itself entitle the craft of the Employee performing the assignment, the right to make the successor(s) of the prototype; the fact that the Carrier has the tools and equipment and the craft has the ability to manufacture the successor does not alter this conclusion. In sum, the record evidence makes no showing that the function of the Carrier's Repair Shop is to manufacture parts of the type involved in this dispute and accordingly, the Carrier decision to have an outside vendor manufacture the parts in question is not violative of the Agreement.

In view of the foregoing, and for the reasons indicated, the claim will be denied.

AWARD:

Claim denied.

BY ORDER OF PUBLIC LAW BOARD NO. 3781.

P.L. Board No. 3781 - Award No. 8, Case No. 8

Fred Blackwell

Fred Blackwell, Neutral Member

R. O'Neill

R. O'Neill, Carrier Member

W. E. LaRue

W. E. LaRue, Labor Member

Executed on Feb. 12, 1986.