

NATIONAL MEDIATION BOARD

SPECIAL BOARD OF ADJUSTMENT NO. 1016

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

and

CONSOLIDATED RAIL CORPORATION

AWARD NO. 105

Docket Nos. MW-3769, MW-3771, MW-3772

STATEMENT OF CLAIM

1. The Agreement was violated when the Carrier assigned outside forces (Hawk Crane) to perform crane work at various locations on the Fort Wayne Line and the Mon Line on January 25 and February 1, 2, 7, 14, 21, and 28, 1994.

2. The Agreement was violated when the Carrier assigned outside forces (Hawk Crane) to perform crane work at Fort Wayne Signal Bridge 6.70 on March 21, 1994.

3. The Agreement was violated when the Carrier assigned outside forces (Hawk Crane) to perform crane work at various locations on the Pittsburgh Line on May 9 and 16, 1994.

4. As a consequence of the violations referred to in Part (1) above, Class 1 Machine Operator R. A. Koteles and Vehicle Operator C. J. Felice shall each be compensated at the appropriate straight time and overtime rates for an equal proportionate share of the total man-hours expended by the outside contractor performing the above-described work.

5. As a consequence of the violations referred to in Part (2) above, Class 1 Machine Operator T. D. Petty and Vehicle Operator E. G. Brubaker shall each be compensated for ten (10) hours at the appropriate straight time rate and two (2) hours at the appropriate time and one-half rate.

6. As a consequence of the violations referred to in Part (3) above, Class 1 Machine Operator B. J. Meredith and Vehicle Operator P. A. Castrilla shall each be allowed sixteen (16) hours' pay at the appropriate straight time rate.

F I N D I N G S

In the instances cited in the Statement of Claim, the Carrier gave notice to the Organization of its intention to utilize contractors to operate large cranes for the purpose of raising signal bridges as part of the Pennsylvania Clearing Project. Conference was requested and held concerning the proposed contracting.

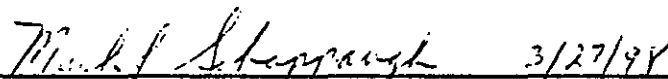
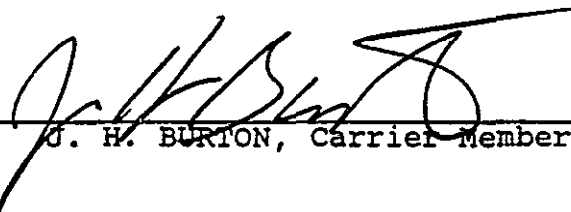
The record demonstrates the Organization failed to provide convincing evidence (a) that the use of large cranes was inappropriate for the particular task involved; or (b) that the Carrier had such cranes available or could obtain them by rental without contract operators. Having followed the required notification and conference procedure, the Carrier cannot be found to be in violation of applicable rules.

A W A R D

Claim denied.



HERBERT L. MARX, Jr., Chairman and Neutral Member

 3/27/98
MARK J. SCHAPPAUGH, Employee Member

J. H. BURTON, Carrier Member

NEW YORK, NY

DATED: 4/7/98