SPECIAL BOARD OF ADJUSTMENT NO. 1016

Parties to the Dispute	BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES vs. CONSOLIDATED RAIL CORPORATION	Case No. 19 Awd. 19

STATEMENT OF CLAIM

(1) The Carrier violated the Agreement when, beginning April 10, 1985, it assigned outside forces to perform the work of painting, roofing and installing racks in the new storeroom facility at the Canton Maintenance of Way Shop in Canton, Ohio.

(2) As a consequence of the aforesaid violation, B&B Mechanics G. Wood, B. Williamson, B. Neal and K. Curtis shall each be allowed eight (8) hours of pay at the straight time rate for each work day on which the work referred to in Part (1) hereof was performed by outside forces and on equal number of overtime hours worked by the outside forces beginning April 10, 1985 and continuing until the violation is terminated.

OPINION OF THE BOARD

On July 3, 1984, Carrier notified the General Chairman that it intended to contract out the installation of a Maintenance of Way Facility

at the Maintenance of Way Shop in Canton, Ohio. Carrier indicated that the total project cost would be $2 million and that the B&B portion for structure and foundation would be $500,000. It also stated that there were no furloughed B&B personnel and that no B&B personnel would be furloughed during the life of the subcontract.

It appears from the record that the contract in question began in the fall of 1984 and continued until February 5, 1985, when a final inspection and occupancy of the building took place.

On April 9, 1985, Carrier abolished seven B&B Mechanic positions, with employes being furloughed for about one month. Subsequent to this layoff, some additional work by the subcontractor's people was performed on the newly constructed building.

Petitioner contends that Carrier went back on its agreement to not lay off B&B Mechanics during the life of the subcontract and claims were filed requesting pay for the layed-off employes on the days contractor personnel performed service on Carrier property.

Carrier argues that the work performed by subcontractor people after the B&B Mechanics were laid off was warranty work, work for which the Carrier did not have to pay and work of a minor nature.

This Board has reviewed the record and we find no basis on which to conclude that Carrier did not honor its agreement to not lay off B&B Mechanics while the construction was in progress or that the work

performed by the contractor's people was not warranty work or punch list work that was done on an intermittent basis in order to finalize the project.

AWARD

The claim is denied.

R. E. Dennis, Chairman

R. O'Neill, Carrier Member

S. V. Powers, Employe Member

4-24-90

Date of Adoption