

S.B.A. No. 570
Award No. 312
Case No. 368

SPECIAL BOARD OF ADJUSTMENT NO. 570

Established Under

Agreement of September 25, 1964

Chicago, Illinois - September 28, 1972

PARTIES
TO
DISPUTE:

System Federation No. 22
Railway Employees' Department, AFofL-CIO
(Sheet Metal Workers)

vs.

St. Louis-San Francisco Railway Company

STATEMENT
OF CLAIM:

1. That the St. Louis-San Francisco Railway Company violated the Agreement of September 25, 1964 when -
 - (a) They improperly contracted out the work of manufacturing of air conditioning and heating ducts and installing same in office building at Enid, Oklahoma to the Western Sheet Metal Company, Enid, Oklahoma on or about November 18, 1970, through December 1, 1970, which was in violation of Article II of the Agreement.
 - (b) They did not give the employees any advance notice in violation of Article I Section 4 and Article II Section 2 of the Agreement.
 - (c) That accordingly, the St. Louis-San Francisco Railway Company be ordered to compensate the following Sheet Metal Water Service men time and one-half for the same amount of hours paid for labor by the Western Sheet Metal Company at Enid, Oklahoma:

Edwin Jones

D. G. Woods

Neil Davis

T. S. Watson

Of the above named Claimants, T. S. Watson is a furloughed Water Service man from Oklahoma City, Oklahoma.

DISCUSSION
AND
FINDINGS:

At issue in this case is the alleged impropriety on Carrier's part in delegating to Glen Watson d/b/a Western Sheet Metal Co., Enid, Okla., the manufacture and installation of air conditioning and heating ducts amounting to \$2,872.00 (the same being one portion of the job assigned to the outside contractor to furnish all materials, equipment and labor for a complete heating and air conditioning system at an estimated price of \$6,124.84) for use in the prefabricated metal office and wash-locker building to be constructed on Carrier's property at Enid, Okla. at a cost of approximately \$66,500.00.

The principle that Carrier is not required by the Agreement of September 25, 1964, to break down the heating and air conditioning project into its component parts so as to permit the handling on the property by the Water Service Mechanics and Helpers of the related duct work, has been laid down by this Board. See Awards Numbered 228, 293, 299 and 309, Special Board of Adjustment No. 570.

Noticeably, three of the four claimants herein were regularly assigned as full time Water Service Mechanics throughout November and December, 1970, the period during which the heating and air conditioning contract was accomplished. They did not suffer any wage loss as a consequence of the contracting out, and under Article VI, Section 14 of the September 25, 1964 Agreement, they are precluded from obtaining a monetary award. See Awards numbered 8, 44, 53 and 309, Special Board of Adjustment No. 570.

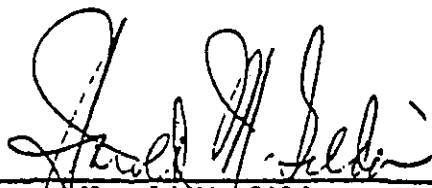
The fourth claimant, T. S. Watson, although on furlough for the two months of November and December, 1970, has no basis for complaint since, in the instant case, a violation of the September 25, 1964 Agreement is not proved.

AWARD:

Claim denied.

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Adopted at Chicago, Illinois - September 28, 1972.


Harold M. Gilden - Neutral Member


P. C. Carter

We dissent:


E. P. Carter


W. M. Brainerd
Carrier Members


C. E. Wheeler
Employee Members