

S.B.A. No. 570  
Award No. 314  
Case No. 370

SPECIAL BOARD OF ADJUSTMENT NO. 570

Established Under

Agreement of September 25, 1964

Chicago, Illinois - September 28, 1972

PARTIES  
TO  
DISPUTE:

System Federation No. 91  
Railway Employees' Department, AFL-CIO  
(Sheet Metal Workers)

vs.

Louisville and Nashville Railroad Company

STATEMENT  
OF CLAIM:

1. That the Louisville and Nashville Railroad Company violated the Agreement of September 25, 1964 when -
  - (a) They improperly contracted out the work of manufacturing and installing hand rails to platforms in Shop No. 1, Louisville, Kentucky to the Jagers Equipment Company, Inc., 1903 Fern Valley Road, Louisville, Kentucky on or about March 1, 1971 through April 5, 1971, which was in violation of Article II of the Agreement;
  - (b) They did not give Employees any advance notice, in violation of Article I Section 4 and Article II Section 2 of the Agreement;
2. That accordingly, the Louisville and Nashville Railroad Company be ordered to compensate Sheet Metal Workers F. J. Wolf and 54 others (as listed in Appendix A) in the same amount that was paid for labor by the Louisville and Nashville Railroad Company to the Jagers Equipment Company Inc., Louisville, Kentucky or two hundred seventy-five (275) hours at the pro rata rate of pay which ever is greater.

DISCUSSION In this case some 55 South Louisville Shop Sheet Metal  
AND Workers allege that Carrier violated the Agreement of  
FINDINGS: September 25, 1964 when it (1) contracted out to the  
Jaggers Equipment Co., Louisville, Kentucky, from about  
March 1 through April 15, 1971, the constructing of new work platforms  
for the South Louisville Shop, and (2) failed to give notice of intent  
to contract out.

It appears from the record that the weight of the pipe  
(totalling 2763 pounds) used to fabricate the hand rails (the Sheet  
Metal Workers portion of the project) amounted to 2.4% of the 116,219  
pounds of steel used in the platforms. Also borne out by the record  
is the fact that the 36 hours or so reported by the Contractor to have  
been absorbed in manufacturing the hand railing for the platform sections  
and stairways constituted about 2.1% of the 1635 hours required to pro-  
cess the work platforms.

On the basis of these salient factors, it suffices to say  
that Carrier was not obligated by the Agreement of September 25, 1964  
to "piecemeal", from the job contracted out as a whole, the relatively  
small amount of Sheet Metal work exclusively reserved to that craft by  
the classification of work rules in the governing L&N Shop Crafts labor  
contract. See Awards 228, 295, 299, 309 and 368, SEA 570.

Moreover by the terms of Article II, Section 14, the cir-  
cumstance that all of the 55 claimants herein were fully employed on  
their regular assignments and suffered no loss of pay throughout the  
interval required for the completion of the purchase order, serves to  
bar any monetary recovery herein.

It should be noted, however, that although by comparison  
with the total job, the sheet metal portion thereof appears to be  
relatively meager, the fact remains that Carrier in defending against  
this claim relied, to some extent at least, on criteria set forth in  
Article II. This is sufficient in itself to support the finding that  
advance notice of intent to contract out should have been given to the  
Sheet Metal Worker's General Chairman. Carrier's failure so to do  
must be held to be in violation of Article II, Section 2.

AWARD: Claim denied.

Adopted at Chicago, Illinois - September 28, 1972.

Harold M. Gilden  
Harold M. Gilden - Neutral Member

P. C. Carter

W. M. Stridwood  
Carrier Members

We Dissent  
E. J. Hayes  
E. M. Entis  
Employee Members