

SPECIAL BOARD OF ADJUSTMENT NO. 570

ESTABLISHED UNDER

AGREEMENT OF SEPTEMBER 25, 1964

PARTIES Sheet Metal Workers'  
TO International Association  
DISPUTE: A. F. L. - C. I. O.

and

Louisville and Nashville  
Railroad Company

STATEMENT 1. That the Louisville and Nashville Railroad Company violated the  
OF Agreement of September 25, 1964 when -  
CLAIM: (a) They improperly contracted out the alterations and additions  
to General Office Building of tin work, duct work and air  
conditioning work Louisville and Nashville Railroad Company,  
908 West Broadway, Louisville, Kentucky on or about October  
and November 1978, which was in violation of Article I,  
Section 2 and Article II, Sections 1 and 2 of the September  
25, 1964 Agreement.

2. That accordingly, the Louisville and Nashville Railroad Company  
be ordered to compensate all Sheet Metal Workers on overtime board the same amount  
paid to contractor for all sheet metal work and air conditioning work performed.

FINDINGS: Carrier engaged in extensive renovation of its General Office Building  
in Louisville, Kentucky, to handle Carrier personnel who were forced  
to move from Union Station in Louisville because that building had been sold to the  
Transit Authority of River City. It contracted with a private contractor to complete  
the alterations and additions to the General Office Building that were required to  
accommodate staff who had moved and the CTC machinery.

Carrier notified the General Chairman of the intent to subcontract the  
construction work on November 28, 1977. In this letter, Carrier indicated that only  
a small portion of the total job was Sheetmetal work and that even so, Carrier did  
not have sufficient men to complete the job in time for occupancy by the staff and  
the machinery forced to move from Union Station.

The General Chairman took the position that his people should do the work  
and that it should not be contracted out. No agreement was reached in conference  
and the work was contracted out. The work was completed in August 1978. Petitioner  
filed a claim alleging violation of Article II, Section 1, of the September 25, 1964,  
Agreement, and requested that the same amount of money be paid to Sheetmetal Workers  
as was paid to the contractor's people who did sheetmetal work. This money was to  
be divided equally among all Sheetmetal Workers on the overtime board.

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Carrier denied this claim as untimely, excessive, and not meritorious.

The Board has reviewed the record of this case and will not dismiss this claim as untimely filed. As has been noted in many awards of this Board, there are no specified time limits within which a claim must be filed. Petitioner has not delayed an unreasonable length of time in filing the instant claim and we will review it on the merits.

Carrier engaged in a large renovation project in the General Office Building in Louisville. Petitioner work was only a small part of the total contract. On numerous occasions, this Board has upheld Carrier's right to subcontract craft work when it is a small part of a larger project. Carrier is not obligated to piece-meal the project in order to utilize Petitioner's members. We have so stated in many awards (see, for example, Award No. 488 and awards cited therein).

After consideration of the dispute identified above, the Board hereby orders that an award favorable to Petitioner should not be made. The claim is disposed of as set forth in the foregoing findings.

A W A R D

Claim denied.

Adopted at Chicago, Illinois - September 29, 1982.

A. G. Jenner  
Neutral Member

B. V. Varga  
J. M. Fagnant  
Johnson  
Carrier Members

*we vigorously dissent*  
M. J. Cullen  
R. D. Westhead  
John J. Stignam  
Employee Members