

SHOP CRAFTS SPECIAL BOARD OF ADJUSTMENT NO. 570

ESTABLISHED UNDER

AGREEMENT OF SEPTEMBER 25, 1964

Chicago, Illinois - October 25, 1965

PARTIES System Federation No. 6
TO Railway Employees' Department,
DISPUTE: AFL-CIO - - Carmen
and
Chicago, Rock Island and Pacific Railroad Company

STATEMENT That under the Agreement of September 25, 1964 the Carrier
OF improperly dealt with and thereby damaged Carmen Carpenters
CLAIM Sam Hutter, L. D'Antonio, E. Krawsz and Carman Painter W.
Anderson, on May 3, 4, 5, 6, 7, 10 and 11, 1965 by sub-
contracting work properly belonging to Carmen Carpenters
and Carmen Painters to an outside concern.

That accordingly, Carmen Carpenters Sam Hutter, L. D'Antonio,
E. Krawsz and Carman Painter W. Anderson be compensated for a
total of fifty-six (56) hours each at the overtime rate of pay.

FINDINGS: The following facts are undisputed:

1. The named Employees were employed by the Carrier
at LaSalle Street Station, Chicago, Ill., on the dates here involved.
2. The Carrier did contract with an outside firm and
that firm removed and installed partitions on the Seventh floor of
the LaSalle Street Station building. Such work is Carmen's work
under the current agreement.
3. No notice was given under Article II, Section 2
of the Agreement of September 25, 1964. However, the building
superintendent at the station did confer with the local committeeman
of the Carmen's organization, and was informed that the Carm a involved
had no objection to contracting the work.

The Employees contend that those named in the dispute
were available, ready and willing and able to do the work here
involved, and that the Carrier has violated the Agreement of

September 25, 1964 by failing to give the notice called for under Article II, Section 2 of that Agreement, and by contracting out the work at the LaSalle Street Station.

Carrier contends that advance notice under the Agreement was not necessary, since this was a "minor transaction" excepted by the Agreement from the notice requirement; that the contracting was proper since it had been cleared by the local representative of the Carmen and the Carmen involved; and Carrier intersperses its arguments with reference to language contained in Article I of the Agreement.

We find that this was not a "minor transaction" within the meaning of the Agreement; that proper notice under the Agreement was required and not given; and that Article I of the Agreement is not applicable to this dispute.

The remedial solution of this dispute is not without difficulty. Article VI, Section 14 of the Agreement provides:

"Section 14-Remedy-

If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole."

The Employees have objected to our consideration of items 8 and 9 on page 5 of the Carrier's submission, on the grounds that such items were not discussed or presented on the property in the processing of this dispute. We have no practical way of disposing of this objection. However, the record discloses that the facts contained in these two items are substantially correct, at least insofar as the record discloses that these claimants were employed at LaSalle Street Station during the period here involved, seven days a week, with overtime on Saturday and Sunday. It also discloses that no employees were furloughed as the result of Carrier's contracting of this work.

If the opportunity to earn additional overtime is a component of the wage loss described in Article VI, Section 14 of the Agreement, then the named claimants should be made whole. But these named claimants acquiesced in the Carrier's action in the first instance. They cannot now be heard to say that they were willing to do this work in addition to their regular tour

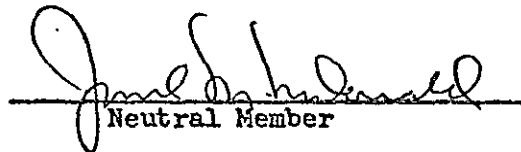
of duty. They are seeking something other than the remedy provided in the Agreement.

AWARD:

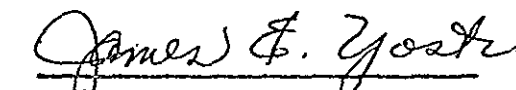

Violation of the Agreement; SUSTAINED.

Compensation: DENIED.

Adopted at Chicago, Illinois, October 25, 1965


Neutral Member

Carrier Members



Employee Members