

Special Board of Adjustment No. 1016

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

Consolidated Rail Corporation

STATEMENT OF CLAIM:

- "(1) The Agreement was violated when, beginning October 14, 1985, the Carrier assigned outside forces to haul and unload stone and perform grading work to prepare a roadbed for track construction at Buckeye Yards in Columbus, Ohio (System Docket CR-2286).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman fifteen (15) days of advance notification of its plan to assign said work to outside forces.
- (3) Because of the aforesaid violations:
  - (a) Messrs. D.S. Dunkle, G.W. Alfman, A. Baker, M.K. Bales, D.D. Moore, J.E. Stevens, R.W. Mullins, D.E. Duncan, D.L. Bolin, L.W. Whitson, G.R. Broughman and M.A. Fullen shall each be allowed three hundred forty-four (344) hours of pay at the machine operator's Class 2 rate.
  - (b) Messrs. L.L. Blazer, R.L. Bowen, R.E. Brown, R.W. Fancher, B.C. Farmer, G.L. Little, J.D. Mosley, H.L. Phillips, R.H. Shadions and G.J. Kaiser shall each be allowed three hundred forty-four (344) hours of pay at the vehicle operator's rate.
  - (c) Messrs. M.K. Brant, E.T. Waugh, E.E. Evans, G.W. Hawkins, W.D. Johnson, D.L. Maynard, R.S. Cole, M.D. Grow, S.J. McCarthy, L.N. Payne, V.P. Slivinski, I. Sullivan, J.J. Watson, D.D. Whitesel and J.P. Hughes shall each be allowed three hundred forty-four (344) hours of pay at the trackman's rate."

## FINDINGS:

This is a companion case of Case No. 28. Both cases involve the use of the same outside firm to perform work that, according to Petitioner, belonged to Carrier Maintenance of Way forces. In Case 28 the work involved construction of four buildings and an intermodal yard facility at Carrier's Buckeye Yard. The work in question in the present case concerns hauling ties, rail and stone, and grading and tamping up of the roadbed.

In both cases, Petitioner contended that Carrier violated the Scope Rule by failing to give Petitioner the prescribed 15 days written notice of contracting out work, by committing itself before meeting with the Organization to use the outside firm to perform the work and by failing to furnish sufficiently specific information. We found no merit in those contentions in Award 28 denying the Case 28 claim and no valid ground is perceived for reaching a contrary result here. The reasoning in each case is the same.

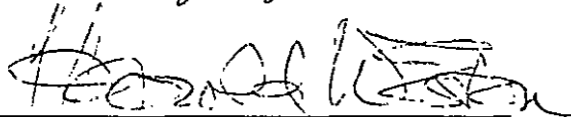
The Board has examined this record with care, particularly to find whether it could be materially distinguished from Award 28 because of the nature of the work involved. Evidence submitted by Carrier indicates that work similar to that now in question has consistently been contracted out even when smaller in size. That evidence covers the seven year period immediately preceding the date of the present claim.

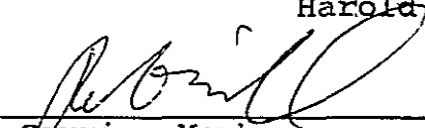
1016-29

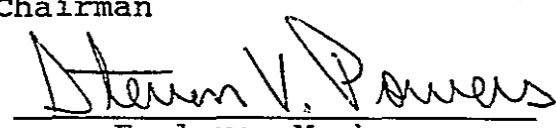
We are satisfied that the contention that Carrier violated the Scope Rule is not established by the record and is without merit. No basis exists for awarding damages in this case.

AWARD: Claim denied.

Adopted at Philadelphia, PA July 28 , 1989

  
Harold Weston, Chairman

  
Carrier Member

  
Employee Member