

C O P Y

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 366

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)	Case No. 18
and)	Award No. 18
Southern Pacific Lines in Texas and Louisiana)	
(Texas and New Orleans Railroad Company))	

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(1) The carrier violated the effective Agreement by assigning to parties not covered by the Agreement the erection of three Armco pre-fab metal buildings in the Carrier's Alfalfa Yards at Alfalfa, Texas, during the months of July and August, 1959.

(2) That B&B Foreman R. N. Allen, Assistant Foreman W. E. Morris and B&B Mechanics A. E. Harrison, H. A. Moore, A. Voelcker, and J. G. Conova and B&B Helpers T. Costello, W. E. Mayes and B. J. Walters, all holding seniority on the San Antonio Division Roster, be now compensated for 8 hours each at their respective pro rata rates of pay for each of the following dates: July 23-24-25-27-28-29-30 and 31, also August 1, 1959, the dates the contractor's employees performed this work referred to in part 1 of this claim.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

In this case the Organization claims violation of the Agreement by the Carrier in contracting-out and permitting a general contractor to erect three Armco pre-fab metal buildings in the Carrier's Alfalfa Yards at Alfalfa, Texas, during the months of July and August, 1959.

From the record, the Board finds that the scope rule of this Agreement does not outline the work to be performed by the Maintenance of Way Employees and does not contain a provision that the Carrier cannot contract-out work. The erection of the shell of the building by the Armco contractor constituted about 15% of the entire work that was performed in the erection of these three buildings. In the past the Carrier has had this type of work performed by its own B&B forces and also by outside contractors. It is, therefore, not the customary and traditional work performed by the B&B forces and is not the exclusive work of the B&B forces. Therefore, this claim will be denied.

AWARD: Claim denied.

(s) Thomas C. Begley

Thomas C. Begley, Chairman

(s) A. J. Cunningham, Employee Member

(s) L. C. Albert, Carrier Member

Dated at Houston, Texas
December 17, 1962.