

SPECIAL BOARD OF ADJUSTMENT NO. 570

ESTABLISHED UNDER

AGREEMENT OF SEPTEMBER 25, 1964

Chicago, Illinois - April 28, 1972

PARTIES
TO
DISPUTE:

System Federation No. 16
Railway Employes' Department
AFL-CIO - Sheet Metal Workers
and
Norfolk and Western Railway Company

STATEMENT
OF CLAIM:

That the Norfolk and Western Railway Company violated Article II of the September 25, 1964 Agreement when it subcontracted to Coley & Petersen, Inc., Norfolk, Virginia, to perform sheet metal workers pipefitters work of installing copper pipe consisting of from one-half ($\frac{1}{2}$) inch up to two (2) inches in size including related fittings and other work generally recognized as pipefitters work in connection with a heating system in Pier 5 Office Building Lamberts Point Dock, Norfolk, Virginia.

The Railway violated said agreement by failure to give advance notice of intent and reason for the subcontracting along with supporting data.

That accordingly the Carrier be ordered to compensate the Sheet Metal Workers listed below for the man hours involved in the installation of this pipe work by the contractor at the pro rata rate, to be equally divided among the following claimants employed at Lamberts Point Shop, Norfolk, Virginia:

CLAIMANTS: E. L. Hurt
F. A. Nash
E. D. Scott
C. W. Ohge
J. S. Dundalow, Jr.

DISCUSSION
AND
FINDINGS:

This case is very similar to the one covered by our Award No. 295, involving the same Parties. That case concerned the replacement of an air-conditioning system. The present case concerns the replacement of a heating system at Carrier's office building at its Lamberts Point Docks in Norfolk, Virginia.

The basic facts and the contentions of the Parties are almost identical in the two cases, and need not be repeated here. Consequently, our findings are the same. Principal among those findings are that much of the work is of a type set forth in the Classification of Work Rule, that the project must be regarded as new construction rather than maintenance, and

that the Carrier is not obligated to break down a significant new construction project into various parts to permit assignment of its own crafts.

We further find that the Carrier was at fault in failing to provide the supporting data requested by the General Chairman, as provided in Article II, Section 3 of the Mediation Agreement--a dereliction of duty, for which no specific penalty is provided.

A W A R D

Claim denied.

Adopted at Chicago, Illinois - April 28, 1972.

W. H. McRae
Neutral Member

H. M. P. Davidson

E. J. Stanley
Carrier Members

We Dissent
E. J. Stanley

P. J. Hamill
Labor Members