

S.B.A. No. 570
Award No. 314
Case No. 370

SPECIAL BOARD OF ADJUSTMENT NO. 570

Established Under

Agreement of September 25, 1964

Chicago, Illinois - September 28, 1972

PARTIES
TO
DISPUTE:

System Federation No. 91
Railway Employees' Department, AFL-CIO
(Sheet Metal Workers)

vs.

Louisville and Nashville Railroad Company

STATEMENT
OF CLAIM:

1. That the Louisville and Nashville Railroad Company violated the Agreement of September 25, 1964 when -
 - (a) They improperly contracted out the work of manufacturing and installing hand rails to platforms in Shop No. 1, Louisville, Kentucky to the Jagers Equipment Company, Inc., 1903 Fern Valley Road, Louisville, Kentucky on or about March 1, 1971 through April 5, 1971, which was in violation of Article II of the Agreement;
 - (b) They did not give Employees any advance notice, in violation of Article I Section 4 and Article II Section 2 of the Agreement;
2. That accordingly, the Louisville and Nashville Railroad Company be ordered to compensate Sheet Metal Workers F. J. Wolf and 54 others (as listed in Appendix A) in the same amount that was paid for labor by the Louisville and Nashville Railroad Company to the Jagers Equipment Company Inc., Louisville, Kentucky or two hundred seventy-five (275) hours at the pro rata rate of pay which ever is greater.

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- 2 -

DISCUSSION In this case some 55 South Louisville Shop Sheet Metal
 AND Workers allege that Carrier violated the Agreement of
FINDINGS: September 25, 1964 when it (1) contracted out to the
 Jaggers Equipment Co., Louisville, Kentucky, from about
March 1 through April 15, 1971, the constructing of new work platforms
for the South Louisville Shop, and (2) failed to give notice of intent
to contract out.

It appears from the record that the weight of the pipe (totalling 2763 pounds) used to fabricate the hand rails (the Sheet Metal Workers portion of the project) amounted to 2.4% of the 116,219 pounds of steel used in the platforms. Also borne out by the record is the fact that the 36 hours or so reported by the Contractor to have been absorbed in manufacturing the hand railing for the platform sections and stairways constituted about 2.1% of the 1635 hours required to process the work platforms.

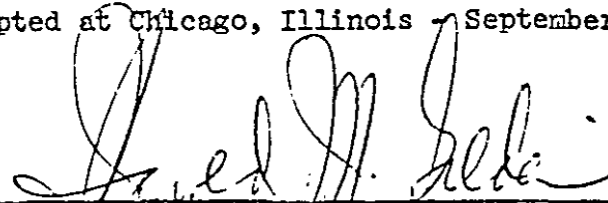
On the basis of these salient factors, it suffices to say that Carrier was not obligated by the Agreement of September 25, 1964 to "piecemeal", from the job contracted out as a whole, the relatively small amount of Sheet Metal work exclusively reserved to that craft by the classification of work rules in the governing L&N Shop Crafts labor contract. See Awards 228, 295, 299, 309 and 368, SEA 570.

Moreover by the terms of Article II, Section 14, the circumstance that all of the 55 claimants herein were fully employed on their regular assignments and suffered no loss of pay throughout the interval required for the completion of the purchase order, serves to bar any monetary recovery herein.

It should be noted, however, that although by comparison with the total job, the sheet metal portion thereof appears to be relatively meager, the fact remains that Carrier in defending against this claim relied, to some extent at least, on criteria set forth in Article II. This is sufficient in itself to support the finding that advance notice of intent to contract out should have been given to the Sheet Metal Worker's General Chairman. Carrier's failure so to do must be held to be in violation of Article II, Section 2.

AWARD: Claim denied.

Adopted at Chicago, Illinois - September 28, 1972.

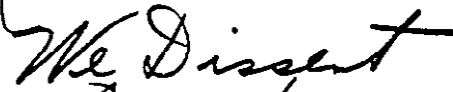


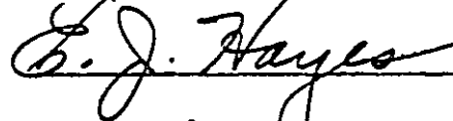
Harold M. Gilden - Neutral Member





Carrier Members







Employee Members