

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the Carrier violated the effective agreement when they assigned the work of erecting at Lake Preston, S. D., a concrete block passenger station 22 feet wide by 54 feet long, and concrete platform approximately 12 feet wide and 54 feet long, to the Spee Dee Construction Company of Brookings, South Dakota, not covered by the provisions, or not included in the scope of the Agreement dated January 1, 1947;

(2) That the Bridge and Building employees on the Dakota Division be paid at their respective straight time rate of pay for an equal proportionate share of the total man-hours consumed by the contractor's forces engaged in performing the work referred to in Part 1 of this claim.

EMPLOYEES' STATEMENT OF FACTS: A news item appearing in a local newspaper on July 30, 1950, revealed that the Chicago and North Western Railway Company was contemplating the construction of a new passenger station building and platform at Lake Preston, South Dakota.

It further disclosed that the building would be 22 feet wide by 54 feet long and would be of concrete block construction. Also that a concrete platform approximately 12 feet wide by 54 feet long would be constructed. The news item also revealed that the Carrier had advertised for bids on the construction of the building and platform and that the contract would be awarded soon by the Carrier's Chicago office.

On August 2, 1950, General Chairman J. F. Schultz wrote the Carrier's Engineer of Maintenance, Mr. L. R. Lamport at Chicago, Illinois, as follows:

"August 2, 1950

Mr. L. R. Lamport
400 West Madison St.
Chicago, Illinois

Dear Sir:

Just recently I received information that the Chicago & North Western Railway Company is planning on erecting a depot at Lake

for the immediate replacement of the structure. The Chamber of Commerce desired a new modern structure such as the one constructed and wanted immediate construction. Any delay could have meant loss of business and friendly relationships.

The agreement in effect between the Carrier and the Brotherhood, dated January 1, 1947, and subsequent amendments and interpretations, are by reference made a part of this statement.

The facts and data used herein in support of the Carrier's position have heretofore been made known to the authorized representative of the employees and made a part of the particular question in dispute.

If the Board holds it does have jurisdiction in this case, it is the request of the Carrier that an oral hearing be held before the Board in order that the Carrier may, if deemed necessary, submit further argument in support of its position.

(Exhibits not reproduced.)

OPINION OF BOARD: In all essential respects this claim involves facts and issues substantially like those which were before this Board when it had Docket MW-6182 under consideration. On the authority of said Docket MW-6182, Award 6299, this claim is therefore denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the evidence does not establish a violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 6th day of August, 1953.