

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood of Maintenance of **Way Employees**
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation

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

(1) The Carrier violated the Agreement when it assigned outside Forces to cut brush on the Oasis Branch and in the vicinity of **Sharonville** and **Middletown** beginning September 6, 1983 (System Docket CR-677).

(2) The Carrier also violated the Agreement when it did not give the General Chairman advance written notice of its intention to contract said work.

(3) As a consequence of the aforesaid violations, Messrs. N. Reed, G. T. Henderson, G. **Nicoles**, E. Richie and V. **Castellucio** shall each be allowed pay at the Class 3 machine operator's rate for an equal proportionate share of the total number of man-hours expended by outside forces."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the **employee** or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This is essentially a dispute over contracting out, wherein the Organization claims the work performed by an outside contractor who was used by the Carrier to cut brush.

At the outset, the Board observes that the Organization has presented a wealth of material to this Board, none of which was presented on the property. As an appellate body, we are constrained from considering these contentions and arguments for the first time.

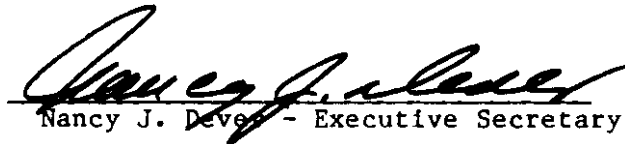
Turning to the evidence developed on the property, while we would prefer to address the substantive issue presented by the Organization, we are also constrained in that regard because the claim lacks the required specificity. The Board has held on many occasions that the burden of establishing all essential elements of a claim rests with the moving party. In this case, we do not have sufficient detail as to the number of contract employees involved, the specific type work performed and machinery used, and other relevant facts. Accordingly, we find that we must dismiss the claim for lack of specificity.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 30th day of March 1988.