

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(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 (Independent Enterprise Contractors) to perform ditching and hauling work in connection with installing water lines on the Carrier's right-of-way at the Conway Yard beginning August 1, 1988 (System Docket MW-60).

(2) The Agreement was further violated when the Carrier failed to make a good-faith attempt to reach an understanding concerning said contracting with the General Chairman.

(3) As a consequence of the violations referred to in Parts (1) and/or (2) above, Messrs. R. D. Smith, B. M. Putze, C. E. Nail, A. J. Barkett, D. L. Malter, J. P. Honeman, R. E. Ribet, M. K. Ryan, J. M. Federinko, F. C. Seece, Jr., R. A. Tyborowski, J. E. Slike, C. E. Schweiger, R. M. Bartoletti, J. D. Jenkins, W. E. Reigh, D. D. Shura, J. Ruggiero and M. W. Barkley shall each be allowed pay at their respective rates for eight (8) hours a day, six (6) days per week beginning August 1, 1988 and continuing until the violation is corrected."

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.

The basic facts are not in dispute. Carrier properly gave notice of its intent to contract out the replacement of some 9,000 feet of water main and related plumbing in the Hump area of its Conway, Pennsylvania yard. Discussion was held between Organization and Carrier Representatives but no Agreement was reached regarding the work to be contracted out. While the Organization concedes a lack of certain plumbing expertise and the availability of certain specialized boring equipment, it claims, in essence, that the ditch

digging and related excavation portions of the project should have been performed by Carrier forces.

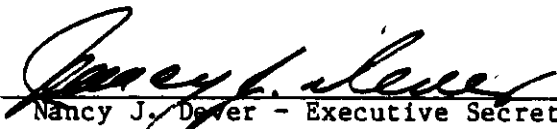
After reviewing the record, and in keeping with our prior decisions regarding specialized skills, specialized equipment and carving up the work under similar circumstances, this Board cannot find sufficient evidence to support the contention that the Agreement has been violated. Therefore the Claim is dismissed for lack of proof.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of July 1991.