

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

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Union Pacific Railroad Company (formerly the
(Missouri Pacific Railroad Company)

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

(1) The Agreement was violated when outside forces were used to construct three thousand seven hundred seventy (3,770) feet of track and to relay four thousand nine hundred eight-two (4,982) feet of track in the vicinity of Westdale, Louisiana beginning April 29, 1985 (System File 18.JRS/S 310-638).

(2) Because of the aforesaid violation, Track Foreman, J. R. Smith, Machine Operator W. Polk, Jr. and Trackmen M. A. Guthrie, G. C. Barnes, J. R. Johnson, E. Davis, Jr., H. L. Coulter, A. Kochinsky and M. A. Whitaker shall each be allowed an equal proportionate share of the man-hours expended by outside forces in performing the work referred to in Part (1) hereof."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

On October 19, 1984, Carrier notified the Organization that it intended to contract out a considerable amount of track construction work in order to eliminate train delays resulting from switching crews having to use the mainline as well as siding to service the International Paper Company near Westdale, Louisiana. The Organization contended that the work was work belonging to employees it represents, and, as such, should be done by them. The Organization requested a conference. Carrier ultimately contracted out the work and a Claim was filed requesting pay for various named Claimants.

The Board has reviewed the record and is compelled to conclude that Carrier acted within the requirements of the Agreement in this instance.

The Organization was properly notified of Carrier's intent to sub-contract. The work to be performed, considerable construction of new track and relaying of a large amount of old track, is not work that cannot be sub-contracted. Further, all Carrier employees were fully employed and no one was furloughed. Finally, Carrier was persuasive in its argument that some sense of urgency did exist (the mainline was being blocked on a frequent basis) to eliminate interference with mainline traffic. The Organization has not persuaded this Board that Carrier violated the Agreement in any manner.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of October 1991.

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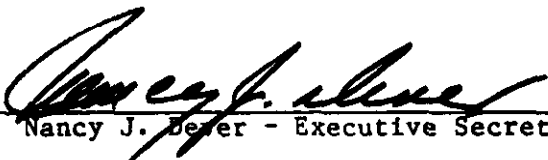
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