

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

PARTIES TO DISPUTE: ((Brotherhood of Maintenance of Way Employees
(Union 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 perform painting work, i.e., preparation of surface, mixing, blending, sizing and applying of paint, to Room 1200 of the Headquarters Building at Omaha, Nebraska, beginning September 27, 1987 (System File 5F-52-19/871048).

(2) As a consequence of the afore-stated violation, Group 5 Bridge and Building Subdepartment Painters L. A. Schaber, Jr., T. M. Conn, W. J. Crawford, R. J. Cronican and T. M. Abboud shall each be allowed pay at their respective rates for an equal proportionate share of the man-hours expended by the outside forces performing the afore-described work beginning September 27, 1987 and continuing."

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.

In the case at bar, the Carrier notified the Organization by letter dated June 11, 1987, of its intent to contract out the remodeling of an office at Omaha. The dispute involves the Organization's position that the work belongs to the employees and may not be contracted out without meeting the conditions of Rule 52.

The jurisdiction of the disputed work has been the focus of numerous cases on this property. A thorough review of the instant facts and the particulars of those numerous Awards fails to find concrete differences between this case and past Awards (Third Division Awards 28850, 28558, 28619, 28623, 28622, 28789). We do not find evidence of record that the Carrier is engaging in anything new. The work of preparation, mixing, blending, sizing and painting is work that the Carrier has shown was contracted out over two hundred and fifty times during a period of over sixty years.

We have reviewed the history of this practice on this property. The merits of the instant case also are nearly exact to the facts and record already studied by the Board in Third Division Award 29037. It is documented, long-standing, and under the applicable language of the Agreement not work that can now be claimed as customarily performed within the Scope of the Agreement (Third Division Award 28610). We find no Rule violation by the Carrier.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover - Executive Secretary

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