

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(Union Pacific Railroad Company (former Missouri
(Pacific Railroad Company)

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

(1) The Carrier violated the Agreement when it assigned outside forces to replace all of the locks in the depot at Jefferson City, Missouri on December 7, 8, 9, 10 and 11, 1987 (Carrier's File 880016 MPR).

(2) The Carrier also violated Article IV of the May 17, 1968 National Agreement when it did not give the General Chairman advance written notice of its intention the contract said work.

(3) As a consequence of the violations referred to in Parts (1) and/or (2) above, B&B Carpenters J. C. Boyer, C. R. Caton, J. W. Penrod, S. Parastar and D. L. Fall shall each be allowed pay for:

'eight (8) hours per day, per Claimant, and including any overtime and Holiday pay, any additional expense incurred by these furloughed employees that would normally be covered by benefits paid by the Carrier. This claim is for DECEMBER 7, 8, 9, 10, 11, 1987."

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 this dispute, the Organization contends as follows:

"On December 7, 8, 9, 10 and 11, 1987, the Carrier assigned and/or otherwise permitted an outside concern (Tyler Lock Company, Jefferson City, Missouri), to replace all the locks in the depot at Jefferson City, Missouri. Such work consisted of the removal of all the old locks in the depot at Jefferson City, Missouri and re-installing new locks in their place."

The Organization contends that this is work "traditionally, customarily and historically" performed by Bridge and Building Subdepartment employees and that the Carrier failed to notify the General Chairman of its plans to contract out work.

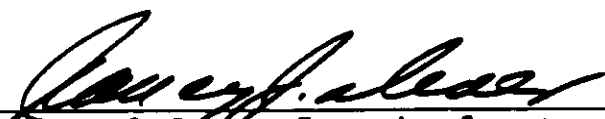
As indicated in the Claim handling procedure, the Organization supported its position solely by reference to a statement indicating that the changing of two locks had been witnessed. There is simply no factual support for the Claim to the extent presented. In the absence of further evidence, the Board has no basis to rule on the validity of the Claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dewar - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1992.