

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 32860
Docket No. MW-31791
98-3-94-3-40

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

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

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned outside forces (American Fence Company) to perform Bridge and Building Subdepartment work (repairing and enclosing the top portion of the new chain link fence) in the breezeway located on the south side between the Steel Car Shop and the Store Department Building at Pocatello, Idaho on October 9 and 12, 1992 (System File H-10/930179).**
- (2) The Agreement was further violated when the Carrier failed to furnish the General Chairman with a proper advance written notice of its intention to contract out said work and failed to make a good-faith effort to reduce the incidence of contracting out scope covered work and increase the use of their Maintenance of Way forces as required by Rule 52(a) and the December 11, 1981 Letter of Understanding.**
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, furloughed B&B Carpenter W. S. Wallace and B&B Carpenter T. D. Stalder shall each be allowed eight (8) hours' pay at the B&B First Class Carpenter's straight time rate.”**

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 employee 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 were given due notice of hearing thereon.

By letter dated July 21, 1992, the Carrier notified the Organization “. . . of the Carrier’s intent to solicit bids to cover fencing to be furnished and installed at the Freight Car Triangle Area and Signal Shop Material Storage Area at the Supply Department Facility in Pocatello, Idaho.” By letter dated July 24, 1992, the Organization acknowledged receipt of the notice and objected to the Carrier’s actions. The Carrier contracted the work. This claim followed.

Prior notice of contracting was given by the Carrier as required by Rule 52(a). For the proposition that fencing work is the kind of work that the Carrier can contract out, see Third Division Award 30167 and Awards cited therein.

This claim shall therefore be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 21st day of October 1998.