

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 Employees
(Southern Pacific Transportation Company (Western Lines)

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

(1) The Carrier violated the Agreement when it assigned outside forces to repair water lines on its right-of-way at Gila Bend, Arizona on December 15 and 21, 1984 and January 10, 1985 (Carrier's File MofW 152-1022).

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

(3) As a consequence of the aforesaid violation, Foreman J. L. Jackson, Assistant Foreman S. C. Heinz and furloughed Mechanic J. P. Prentice shall each be allowed pay at their respective straight time rates for an equal proportionate share of the thirty-three (33) 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.

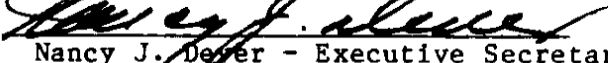
On December 15 and 21, 1984, and on January 10, 1985, Carrier employed outside forces to repair water leaks to water lines on its property at Gila Bend, Arizona. The Organization contends that this use of outside forces was a violation of the Agreement and requests that the named Claimants share equally in the 33 man-hours expended by the outside forces.

After a review of the record, this Board finds that while the work performed was work belonging to Members of the Organization, given the facts of the situation, it could be concluded that an emergency situation may have existed and that the use of outside forces was justified. The Board also concludes that furloughed Mechanic J. P. Prentice should have been called and offered the work even though an emergency may have existed. The Board does not consider those Claimants who were fully employed on the Claim dates as having a legitimate compensation Claim. The Board does, however, conclude that Claimant J. P. Prentice should be paid eight hours at the straight-time rate in resolution of this case.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1990.