

The Third Division consisted of the regular members and in addition Referee Charlotte Gold when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(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 (Barkus Construction Company) to rebuild the bridge at Mile Post 296.2 in the vicinity of Wolcott, Kansas on the Old Omaha Subdivision on October 31, November 1, 2, 3, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23 and 28, 1988 (Carrier's File 890024 MPR).

(2) As a consequence of the aforesaid of the violation, B&B employes R. D. Dorssom, B. R. Eaton, W. B. Dennis, W. L. Seager, J. L. Fuemmeler shall each be allowed:

'***eight (8) hours per day, all overtime and Holiday pay, an extension of Seniority rights per our rule 2. (j), and any additional expense incurred that would normally be provided by benefits paid by the Carrier. The claim dates are October 31, and November 1, 2, 3, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, and 28, 1988.'"

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 August 29, 1988, Carrier notified the Organization of its intent to subcontract bridge work near Wolcott, Kansas, on the Old Omaha Subdivision. The work was ultimately subcontracted. The Organization maintains that it

was work that is clearly encompassed within the Scope of this Agreement and which has been customarily and historically performed by Carrier's forces. It believes that Carrier acted in bad faith in making the decision to have the work performed by other than Carrier forces.

The incident that gave rise to this Claim is in many ways similar to that which this Board considered in Third Division Award 29303. In that case, we reviewed the threshold issue of whether concrete bridge work, in the words of the Organization, "accrues specifically" or is reserved to B&B Department employees. We concluded in that instance that because of past history on the property, Carrier was not barred from subcontracting such work, utilizing the proper procedures outlined in the National Agreement. We so hold in the instant dispute.

Notice was provided the General Chairman. The Organization, however, has raised a question about its sufficiency. The record reveals that a conference was held on the issue on September 6, 1988. This conference clearly offered the Organization an opportunity to explore the matter in full.


Based upon a complete review of the record, this Board is unable to find sufficient evidence to sustain the Claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Davel - Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1992.