

PUBLIC LAW BOARD NO. 2556

Award No. 18

Case No. 24
Docket No. MW-350

Parties Brotherhood of Maintenance of Way Employees
to and
Dispute Southern Railway Company
 Georgia, Southern and Florida Railway Company

Statement
of Claim: Claim on behalf of W. D. Brewster, Pile Driver
 Engineer; S. Chapman, Foreman; P. D. Brewster,
 Mechanic; W. C. Smith and John Chapman, helpers,
 alleging that the Agreement was violated when a
 contractor was used to construct a trestle at
 M.P. 709.8 between June 6 and July 2, 1981 and
 asking that the claimants be paid a total of 88
 hours regular time and 92 1/2 hours overtime.

Findings: The Board, after hearing upon the whole record and all evidence,
finds that the parties herein are Carrier and Employee within the meaning
of the Railway Labor Act, as amended, that this Board is duly constituted
by Agreement dated October 17, 1979, that it has jurisdiction of the
parties and the subject matter, and that the parties were given due
notice of the hearing held.

Carrier, under date of March 4, 1981, forwarded a copy of Chief
Engineer Kriegle's letter, dated February 3, 1981, wherein he advised of
the proposed reconstruction of the passing track trestle at Edwardsville,
Alabama because the existing timber open deck trestle at that location
was to be replaced with a steel ballast deck trestle, that inasmuch as
all of Carrier's Bridge and Building forces and pile driving equipment
were committed to other work, that said Chief Engineer Kriegle proposed
to contract out the trestle reconstruction at Edwardsville.


The General Chairman, under date of August 3, 1981, filed the
instant claim alleging that Carrier violated the effective agreement
when contractors were used in rebuilding the bridge at Mile Post 709.8
between June 6 and July 2, 1981. Further, that the organization had not

been notified of Carrier's intent to contract out the work as required by Rule 59 of the current agreement.

The Board finds that while the facts of record may appear to be against the position of the Employees that those facts necessary for its resolution are so in conflict as to not permit the Board to decide the case on its merits. Therefore, it will be dismissed without prejudice to the position of the parties.

Award: Claim dismissed as per findings.


B. L. Hall, Employee Member


R. S. Spenski, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued April 19, 1983.