

SPECIAL BOARD OF ADJUSTMENT NO. 1016

AWARD NO. 156
CASE NO. 156

PARTIES TO
THE DISPUTE: Brotherhood of Maintenance of Way Employees

vs.

Consolidated Rail Corporation

ARBITRATOR: Gerald E. Wallin

DECISION: Claim denied

DATE: July 12, 2001

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned outside forces (U. S. Steel Recovery) to perform Maintenance of Way work of dismantling old office trailers at the Truck Train Terminal used as a storage facility in Baltimore, Maryland from April 15 through May 4, 1997 (System Docket MW-5039).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman prior written notification of its decision to assign said work to outside forces.
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, B&B Foreman L. T. Moffitt, B&B Mechanics G. E. Huntzberry, G. C. Wirts, J. R. Shipley and Plumber Foreman R. L. Jones shall each be allowed eight (8) hours' pay per day for each day that the contractor performed this work."

FINDINGS OF THE BOARD:

The Board, upon the whole record and on the evidence, finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties were given due notice of the hearing.

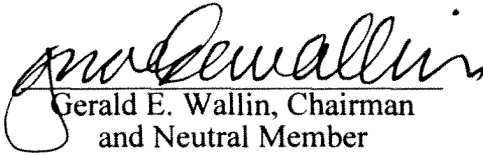
The record herein establishes that the Claimants began dismantling the two office trailers in question beginning in May of 1996 as their "extra time" permitted. The following year, Carrier decided to sell the trailers to U. S. Steel Recovery on an "as is, where is" basis. Carrier provided a copy of the Bill of Sale dated May 4, 1997 as proof of the sale and the terms of the sale.

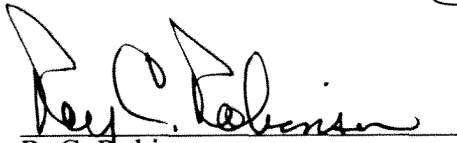
On this record, the Organization has not effectively refuted the nature of the sale. The mere

fact that employees began work on the two trailers does not preclude the Carrier from later deciding to sell them in the manner that it did. Accordingly, we find no violation of the Agreement.

AWARD:

The Claim is denied.


Gerald E. Wallin, Chairman
and Neutral Member


R. C. Robinson,
Organization Member


D. L. Kerby,
Carrier Member