

## SPECIAL BOARD OF ADJUSTMENT NO. 287

[illegible]

AWARD IN DOCKET NO. 11

STATEMENT OF  
CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when, without previous negotiations with representatives of its Maintenance of Way and Structures Department employes, it assigned the work of repairing and remodeling Bridge No. 1823 to outside forces.

(2) Each B&B employee holding seniority as such on the Wheeling Division be allowed pay at their respective straight-time rates for an equal proportionate share of the total number of man hours consumed by outside forces in performing the work referred to in Part (1) of this claim."

FINDINGS: The requirements of the Carrier in contracting out work, as set forth in Rule (b)5(a) were fully set forth in the Award in Docket No. 8. They are adopted as a part of this Award.

This claim involves Bridge 1823. A contract for the performance of this work was entered into with the Empire Construction Company on March 12, 1956, at which time, Carrier asserts, "and for sometime previously, all B&B forces on the Wheeling Division were continuously employed."

We must, then, examine this record to see if the facts justify Carrier's reliance on any one of the 6 circumstances stipulated in Rule (b)5(a) which would exclude the work in question from the application of the Agreement.

The work on Bridge 1823 was one part of a contract, which also covered Bridge 1751, the two bridges being 0.7 miles apart.

Carrier relies on all 6 points of Rule (b)5(a). Much of the work on this bridge project was performed by Company's B&B forces. The contractor obligated itself to complete its share of the work within 90 days.

It is the Carrier's contention that it (the work on Bridges 1823 and 1751) would have taken Company forces a year and a half to complete if they could have been assigned to it.

Carrier, at pages 210-213 of the Transcript, cites the detail of the bridge work then being performed on the Wheeling Division by its B&B forces, which was in addition to the bridge work then being performed by contractors.

We must and will conclude, therefore, that the Carrier has fully met its burden of proof in this case, particularly with respect to (b)5(a) 6, and the claim will be denied.

AWARD

Claim denied.

(s) Edward A. Lynch  
Edward A. Lynch  
Chairman

(s) A. J. Cunningham  
A. J. Cunningham  
Employee Member

(s) T. S. Woods  
T. S. Woods  
Carrier Member

Dated at Baltimore, Maryland,  
this 28th day of March, 1960.