

Award No. 13847

Docket No. MW-14718

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Daniel Kornblum, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**

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

(1) The Carrier violated the Agreement when it assigned other than B&B department forces to perform paving work at Granite City, Illinois, on crossings at 19th Street, 20th Street, Pacific Avenue and Washington Avenue and at Madison, Illinois on the crossing at Market Street, on or about June 13, 1962. (Carrier's File 013-293-16.)

(2) The Carrier violated the Agreement when it assigned other than B&B department forces to perform paving work on the crossings at St. Clair Avenue (commonly referred to as Black Bridge) and at Missouri Avenue (commonly referred to as Relay Station) on or about June 18, 1962. (Carrier's File 013-293-16.)

(3) Assistant Foreman John Kedge (Masonry and Concrete Department) and Mason and Concrete Mechanics Rolla Frazier, Joe Tencich and Louis Hoskins each be allowed 16 hours' pay at his respective straight rate because of the violations referred to in Parts (1) and (2) of this claim.

EMPLOYEES' STATEMENT OF FACTS: The work of paving crossings is one of the traditional and customary duties of employes holding seniority rights in Group 5 of the bridge and building sub-department.

The Carrier assigned Section Foreman Donald Stogner and members of his crew to perform the work of paving crossings at 19th Street, 20th Street, Pacific Avenue and Washington Avenue, Granite City, Illinois, on or about June 13, 1962. Each of these employes expended 8 hours in performing this work.

The Carrier also assigned other than B&B department forces to perform paving work on crossings at St. Clair Avenue (commonly referred to as Relay Station) on or about June 18, 1962. Each of these employes expended 8 hours in performing this work.

to prepare a mixture of materials such as concrete, asphalt or other substance requiring rolling or tamping. Carrier's action, therefore, was not in violation of the existing agreement and the contention of the Organization lacks the support of any rule of the agreement.

The Carrier's actions were in accordance with the agreement and the claim of the Organization should be denied in its entirety.

OPINION OF BOARD: Save for the identity of the individual claimants and the grade crossing involved, the parties, facts and issues in this claim are identical with those recently before the Third Division (Supplemental) in Award 13629 (Hutchins). There, as here, a new material called "Blacrete" was used by Maintenance of Way (Section) forces to fill holes in a railroad grade crossing on this property, and claimants, employes of the Bridge and Building Mason and Concrete Mechanic forces, maintained that such work belonged exclusively to them. Both forces are covered by the same Agreement. In denying the claim it was there held:

"This Board finds that it has been the past practice for section men to fill holes in crossings with dirt, stone, gravel, cinders and other material which requires no pre-mixing, blending, tamping, rolling or smoothing and that "Blacrete" likewise requires no pre-mixing, blending, tamping, rolling or smoothing."

No new, other or persuasive facts or arguments are urged in support of the instant claim to warrant a different result than that reached in Award 13629 *supra*. This claim is accordingly denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of September 1965.