

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **19909**  
Docket Number **MW-19895**

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Maintenance of Way **Employes**  
(Burlington Northern Inc. (Formerly Spokane,  
(Portland and Seattle Railway Company)

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

(1) The Agreement was violated when the Carrier used or otherwise permitted two **sectionmen** and a truck driver to unbolt the canopy from Truck 75 on April 15, 1971 (System File 367 F/MW-84, 8-24-71-A).

(2) **Mechanics** C. Lassiter and R. Robertson each be allowed twelve (12) hours' pay at their respective straight time rates.

OPINION OF BOARD: This dispute arose when Carrier put a new truck in service as a **replacement for Truck 75**, which "as assigned to Section 1 at Portland, Oregon. To make the replacement, it "as necessary to perform work involving the removal of a canopy from Truck 75 and placing it on the new truck. This work "as assigned to the two claimants who were regularly assigned mechanics at the Carrier's equipment repair shop at Vancouver, Washington. **When** the claimants arrived at Section 1 to perform the work, they found that two sectionmen and the driver of Truck 75 had removed the bolts that fastened the canopy to the bed of Truck 75. Except for the removal of these bolts, the **entire** canopy operation "as performed by claimants.

The Petitioner contends that removal of the bolts is work reserved to mechanics under the Maintenance of Way Agreement, particularly Rule 41, and that the performance of such work by the sectionmen and the truck driver "as in violation of the Agreement. The Carrier admits that the canopy "as unbolted from Truck 75 by the section-men and the truck driver. However, the Carrier contends that the work of unbolting the canopy is not precluded by the Agreement from performance by the **sectionmen** and the truck driver and that such work is not reserved exclusively to mechanics under the Maintenance of Way Agreement. Carrier also asserts that paragraph 2 of a December 4, 1959 Agreement permits such work to be performed by the driver of the truck.

Rule 41 and the aforementioned paragraph 2 of the 1959 Agreement read as follows:

"Rule 41, as it relates to mechanics, reads:

"First -- Mechanic. An employee skilled in and assigned to building, repairing, dismantling or adjusting roadway machine equipment and machinery, automotive equipment, and **responsible** for such work."

Paragraph 2 of the December 4, 1959 Agreement reads as **follows**:

"2. To further the purpose of this agreement, it is contemplated that machine operators and/or truck operators may, **to** the extent they are qualified to do so, make or assist in making repairs to their equipment, either in the repair shop or on line."

The above quoted language, as applied to the facts of this case, is clear and unambiguous. Unfastening bolts from the bed of a truck does not constitute "making repairs" to such truck and, hence, paragraph 2 of the 1959 Agreement has no relevance here. Rule 41 is controlling. Unquestionably, the work of removing the canopy from Truck 75, preparatory to placing it on the new truck, falls within the category of dismantling automotive equipment under Rule 41. Unfastening the bolts was an essential part of, and in fact the first step in, removing the canopy from Truck 75 and, consequently, the work was reserved under the Rule to the mechanics class. Accordingly, we shall sustain the claim. **However**, the claim of 12 hours straight time for each claimant is disproportionate to the amount of time reasonably required to perform the disputed work. We shall therefore award that the claimants be allowed 3 hours each at their respective straight **time** rates.

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 violated.

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Claim sustained to the extent of **three (3)** hours to each claimant at his straight time rate.

NATIONAL RAILROAD **ADJUSTMENT** BOARD  
By Order of Third Division

At-TEST:

A.W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of September 1973.

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(2) Mechanics C. Lassiter and R. Robertson each be allowed twelve **(12)** hours' pay at their respective straight time rates.

OPINION OF BOARD: This dispute arose when Carrier put a new truck in **service** as a **replacement** for Truck 75, which was assigned to **Section 1** at Portland, Oregon. To make the replacement, it was necessary to perform work involving the removal of a canopy from Truck 75 and placing it on the new truck. This work was assigned to the two claimants who were regularly assigned mechanics at the Carrier's equipment repair shop at Vancouver, Washington. **When** the claimants arrived at Section 1 to perform the work, they found that two **sectionmen** and the driver of Truck 75 had removed the bolts that fastened the canopy to the bed of Truck 75. Except for the **removal** of these bolts, the entire canopy operation was performed by claimants.

The Petitioner contends that removal of the bolts is work reserved to mechanics under the Maintenance of Way Agreement, particularly Rule **41**, and that the performance of such work by the sectionmen and the truck driver was in violation of the Agreement. The Carrier admits that the canopy was unbolted from Truck 75 by the section-men and the truck driver. However, the Carrier contends that the work of unbolting the canopy is not precluded by the Agreement from performance by the **sectionmen** and the truck driver and that such work is not reserved exclusively to mechanics under the Maintenance of Way Agreement. Carrier also asserts that paragraph 2 of a December 4, 1959 Agreement permits such work to be performed by the driver of the truck.

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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 Employees involved in this dispute are respectively Carrier and Employees 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 violated.

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ATTEST: *A.W. Paulos*  
Executive Secretary

Dated at **Chicago**, Illinois, this 7th day **of** September 1973.