

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20659
Docket Number m-20677

Joseph A. Sickles, 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 Agreement was violated when Cabinetmaker H. Boettcher was assigned to perform carpenter's work outside of the Union Station (Headhouse) on September 12, 13, 14, 18 and 19, 1972. (Carrier's File 013-293-16).

(2) Carpenter **Roy** Fox now be allowed forty (40) hours' pay at the carpenter's rate because of the violation described in part (1) of this claim.

OPINION OF BOARD: Boettcher, a Cabinetmaker, was assigned to perform certain carpentry work (building and installing partitions in a Superintendent's office) away from the Union Station (**Headhouse**).

Claimant asserts a violation of **Rule 2:**

"Bridge and Building Carpenter: An **employee** assigned to Carpenter work in connection with Construction, maintenance and dismantling of bridges, buildings, **miscellaneous** structures and appurtenances; including application of asbestos or composite materials (except corrugated siding and roofing), roll roofing and cold asphalt coatings, shall constitute a Bridge and Building Carpenter.

(a) Bridge and Building Carpenters assigned to layout work from blue prints or on instructions from supervisory authority will receive a differential of **6¢** per hour while so engaged.

Bridge and Building Cabinetmaker: A **highly** skilled employee assigned to Cabinetmaker work; carpenter work and general Headhouse maintenance, (not conflicting with work classification of Shop Craft **employees** in the Bridge and Building Department) under jurisdiction of Bridge and Building Department shall constitute a Bridge and Building Cabinetmaker."

Although Claimant seems to concede that a Cabinetmaker may perform cabinet work at locations away from the Headhouse, he states that general carpenter work, away from the Headhouse, is only properly performed by **B&B** carpenters.

The Organization noted that a semi-colon follows the words "Cabinetmaker work" in the above cited **Rules** Provision. Hence, it argues, carpenter work is considered in the same manner as general maintenance, i.e., restricted to the Headhouse. Carrier argues that no rule of grammatical construction requires such a conclusion.

We have studied the applicable **Rule** at length, but we are unable to conclude that it conveys the rigid restriction placed upon it by Claimant. To be sure, the semi-colon would appear to be misplaced, but **in reading** the provision in the most favorable light to Claimant, we are unable to state that carpenter work may only be performed at the Headhouse. At best, we could presume that the language is susceptible of conflicting **interpretation** - in which event, persuasive evidence of exclusive practice, etc., would be required in order to sustain the claim. **We** will dismiss the claim for failure of proof.

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 claim be dismissed for failure of proof.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 21st day of March 1975.