

RATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 21223
Docket Number MU-21191

Irwin **M. Lieberman**, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employees**
(Chicago and North Western Transportation Company

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

(1) The Carrier violated the Agreement when it assigned other than Bridge and Building Department **employees** to perform overtime work on Bridge **03/4** at Clinton, Iowa from September 1 through **September** 16, 1973, both dates inclusive (System File **81-3-180**).

(2) B&B Carpenter T. Tracy be allowed one hundred twenty-eight (128) hours of pay at his **time** and one-half rate for September 1 through September 16; B&B Carpenter E. Anderson be allowed one hundred **twenty (120) hours of pay** at his time and one-half **rate** for September 1 through September 15; B&B **Carpenter** W. **Suchy** be allowed twenty-four (24) hours of pay at his **time** and one-half rate for September 8, 9 and 15, 1973 because of the aforesaid violation.

OPINION OF BOARD: **On** September 1, 1973, the electric motor on a railway bridge at Clinton, Iowa burned out. This motor, **normally** activated by the bridge operator, raises and lowers the "Connelly Joints" at each end of the swing span and aligns and locks the running rails in place when the bridge is in **a** closed position.

After the damage to the motor on September 1, 1973, electricians were assigned to replace the electric motor; however, the replacement motor was not equipped with a brake. This made it necessary, on a temporary basis, to assign an **employee** on the bridge deck to advise the bridge operator to turn off the electric power to the motor **when** the Connelly Joints reached the open or closed position and to place a steel bar into the capstan and further to chain the bar to the guard rail to prevent any further movement of the joints. This **manual** work, required until the final repairs were completed on September 16, 1973, gave rise to this dispute. Carrier assigned a Bridge and Building Department **employee** to perform the work during their regularly assigned hours Monday through Friday and assigned, on overtime, either an electrician or car repairman to the second and third shifts and also to all shifts on **Saturdays** and Sundays. The parties agree that this is the only time such work has ever been performed on this Carrier's property.

The sole issue before us is whether the work of **temporarily** securing the Connelly Joints and signaling the bridge operator to shut off the electric motor, when operating the bridge, **was** work reserved for B&B employees. Petitioner argues that the manual locking of the Connelly Joints was incidental to **maintenance** of the bridge, which work is reserved to employees covered by Petitioner's Agreement. petitioner properly criticized Carrier's rather **ambiguous** position, during the handling on the property, when Carrier attempted to justify

the use of an electrician for the work in question on the ground that electricians' skill was required, without regard for the fact that B&B **employees** indeed performed the required work during the regular work week. A" examination of the record of the dispute, however, mandates support of Carrier's position. While maintenance of the bridge structure and the **Connelly** Joints properly **is** reserved for B&B **employees**; that type of work was not involved herein. The only work at issue was the task of assisting the bridge operator (a telegrapher) in the opening and closing of the bridge by signaling and securing the Joints; such work cannot properly be characterized as building, repairing or reconstructing the bridge, which is customarily reserved to the B&B group. Since operating the bridge is assigned to Telegraphers, and the repair of electric motors is assigned to Electricians, and the maintenance of the Connelly Joints is normally B&B work, it is easy to understand the confusion attendant upon the unusual activity at issue herein. However, it is apparent that there is no rule support for the Claim; Carrier could have and did assign the work to one of several different crafts for the duration of the **emergency** and temporary period. There **was** no exclusive right to this unusual activity.

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 not violated.

A W A R D

Claim denied.

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

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this **31st** day of August 1976.