

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25565
Docket Number MW-25500

Frances Penn, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employees**
(Peoria and Pekin Union Railway Company

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

(1) The Agreement was violated when, on September 28, 29, 30 and October 1, 1982, a Track Sub-department **employee** was assigned and used to perform Bridge and Building Sub-department work at Peoria, Illinois (System File PPUT3498/TC 59-82).

(2) Because of ~~the~~ aforesaid violation, furloughed B&B Mechanic R.R. Flores shall be **allowed** thirty-two (32) hours of pay.

OPINION OF BOARD: This dispute involves the Carrier's use of a Track Sub-department **Employee to** tear down a roundhouse in Peoria, Illinois. The Organization claims that under Rule 39(b) of the **Agreement** this work is reserved to Bridge and Building Sub-department **employees**. Rule 39(b) reads:

"(b) An employee who is skilled in and assigned to construction, repair, painting, maintenance or dismantling of buildings, bridges or other structures, including the building of concrete forms, erecting false work, etc., or who is assigned to miscellaneous mechanic's work of this nature, shall constitute a bridge and building mechanic."

The Carrier maintains that the work in question was not B&B work because the roundhouse was not "dismantled". According to the Carrier, because of the deteriorated condition of ~~the~~ building, it was "torn down". A crane was used to collapse the walls. The Carrier chose an **Employee** who holds seniority as a Machine Operator for the work, because a machine was used. The Carrier argues ~~that~~ the work was not skilled construction or dismantling work which must be performed by B&B **Employees**.

The Board finds nothing in the record which substantiates ~~the~~ Carrier's claim that B&B **Employees** were not entitled to the work under the Agreement. The distinction the Carrier makes ~~between "tearing down" and "dismantling"~~ is contradicted ~~by~~ the ordinary dictionary definitions of the word "dismantle". Webster's Deluxe Unabridged Dictionary, Second Edition, defines "dismantle" as "to **take apart or** tear down". The inaccuracy of this alleged distinction was addressed specifically in a prior award, Award 54-PLB 1844 which stated:

"At bottom line the answer to the central question turns upon whether the words '...all work in connection with the...dismantling of structure encompasses the tearing down and hauling away of the old roundhouse. Giving those words of description their plain and ordinary meaning, we must conclude that they do clearly and unambiguously cover the work in dispute. Reinforcement for this conclusion is found in the clear language of Rule 3 Classification:

The Board concurs with the reasoning expressed in this Award as it is applicable to this dispute. The Board finds that the Agreement was violated.

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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Lever - Executive Secretary

Dated at Chicago, Illinois, this 26th day of July 1985.

