

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25870
Docket Number MW-25816

Charlotte Gold, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(Seaboard System Railroad

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

(1) The Carrier violated the Agreement when it assigned Group C Bridge and Building Subdepartment employees instead of Group A Bridge and Building employees to replace tie pads on Fuel Track Number 2 at Tampa, Florida on February 12, 13, 14, 19 and 20, 1980 [System File C-4(36)-Tampa Div. -6/12-5(80-67)].

(2) The claim as presented by former General Chairman R. P. Bramlett on March 26, 1980 to Division Engineer T. C. Herndon shall be allowed as presented because said claim was not disallowed by Division Engineer T. C. Herndon in accordance with Section 1(a) of Rule 40.

(3) As a consequence of either or both (1) and/or (2) above, Carpenter R. W. Benson and Carpenter Helper H. G. Davis (Force 8738), Carpenter D. V. Gilbert and Carpenter Helper D. A. Hart (Force 9306), Carpenters C. L. Roberts and E. L. Stanaland (Force 8739) and Carpenters L. Deal and D. L. Sullivan and Carpenter Helper B. J. Moore (Force 9305) shall each be allowed pay at their respective pro rata rates of pay for an equal proportionate share of the two hundred eighty-seven (287) man hours consumed by the bridge forces in performing the subject work."

OPINION OF BOARD: In February, 1980 Carrier assigned the work of replacing concrete tie pads to Group C Bridge forces at the Uceta Yard diesel facility in Tampa, Florida. The Organization maintains that the timber tie pad replacement work has traditionally and historically been assigned to and performed by Group A Carpenter forces. As a consequence, Carrier's assignment violates the Agreement. The Organization seeks compensation for nine Claimants at their respective pro rata rates of pay for an equal proportionate share of 287 man hours of work performed.

Rules 1 and 5 read in pertinent part as follows:

"RULE 1

SCOPE

These Rules cover the hours of service, wages and working conditions for all employees of the Maintenance of Way and Structures Department as listed by Subdepartments in Rule 5 - Seniority Groups and Ranks, and other employees who may subsequently be employed in said Department, represented by Brotherhood of Maintenance of Way Employees.

RULE 5

SENIORITY GROUPS AND RANKS

Section 1

The seniority rights of employees shall be confined to seniority districts as set forth in Rule 4 and to subdepartments and groups as shown below. The rank sequence of employees within the various groups shall be as shown below, the lowest number designating the highest rank and the highest number the lowest rank in the group.

Bridge and Building Subdepartment

Group A

Rank 1 - Carpenter Foremen
Rank 2 - Carpenters
Rank 3 - Carpenter Helpers
Rank 4 - Laborers (when gang exceeds 10 men)

Group B

Rank 1 - Paint Foremen
Rank 2 - Painters
Rank 3 - Painter Helpers
Rank 4 - Laborers (when gang exceeds 10 men)

Group C

Rank 1 - Bridge Foremen
Rank 2 - Assistant Bridge Foremen
Rank 3 - Bridgemen
Rank 4 - Bridgemen Helpers
Rank 5 - Laborers (when gang exceeds 10 men)

The Austin-Western or Bantam Crane or similar crane when assigned to a B. & B. Gang shall be considered as being in the B. & B. Subdepartment and the position of operator of this machine shall be filled from employees holding seniority on the gang as provided in Rule 8.

Group D

- Rank 1 - Metal Bridge Gang Foremen
- Rank 2 - Assistant Metal Bridge Gang Foremen
- Rank 3 - Metal Bridge Gang Mechanics
- Rank 4 - Metal Bridge Gang Helpers
- Rank 5 - Laborers (when gang exceeds 10 men)*

Upon a review of the entire record, this Board finds that the cited Rules are general in nature and do not specify that the work in question falls within the exclusive jurisdiction of a particular group of employees. The Organization, in alleging that the installation of timber tie pads has customarily been performed by Group A Carpenter forces, cites one example of their doing the work in January, 1980. This does not meet the test for showing that such work has traditionally and historically been performed by them.

We have also reviewed the record for possible procedural violations and find insufficient support for any such allegation.

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

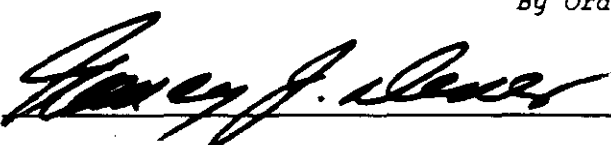
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1986.