

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26209
Docket Number MW-26117

John E. Cloney, 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 used Mechanical Department forces instead of Bridge and Building **Department** forces to construct concrete **runways** at Uceta Yard, Tampa, Florida, beginning on or about March 17, 1980 [System File **C-4(36)-Tampa Div.-71**.

2. Because of the aforesaid violation, each Group A B&B **employee** holding an assignment on the Jacksonville and Tampa Divisions during the claim **period** be **allowed** pay at their respective straight-time rates for an **equal** proportionate share of the total **number** of man-hours expended by Mechanical **Department** forces in performing the **work** referred to in Part (1) hereof."

OPINION OF BOARD: The **work** involved in this Claim consisted of the pouring of aprons, runways and walkways at a new car repair facility at Carrier's Uceta Yard, **Tampa**, Florida. The work was done by Mechanical **Department Employees**. 'The Organization contends employees covered by its Agreement with Carrier were entitled to the work. **During** the **handling** of the Claim on the property Carrier contended Mechanical **Department** employees had done this **work** for almost forty years. The Organization denied this was done with its knowledge or concurrence **although** the Carrier furnished statements **from** more than twenty employees in which they attested to having worked on "**forming**, pouring and finishing of concrete walks, roads, foundations in and around the shop area in the past . . ."

As third party in interest, the Brotherhood Railway Carmen of the United States and Canada was advised of the **pendency** of this case, but chose not to file a **Submission** with the Division.

Rule 1, the Scope Rule of the Agreement between the Organization and the Carrier provides:

"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**."

Carrier insists the Claim does not properly identify specific Claimants and is procedurally defective as well as lacking in merit.

We do not agree the Claim is defective for lack of specificity.

This Claim arises among a series of Claims involving the same parties over recent years in which the assignment of work is disputed. In these cases we have repeatedly found the Scope Rule to be general in nature. (Third Division Awards 25090, 24028, 23852).

As we stated in Third Division Award 25090:

"This Board has carefully reviewed the record of this case and the many citations submitted by both sides in support of their respective positions. The results of that review reveals that Carrier is correct that both B & B Department personnel and Mechanic Department personnel have performed the disputed work at various times and various locations on the property. It also reveals that the Scope Rule involved here is general in nature and does not specify that the disputed work belongs only to B & B Department employees."

This Claim must be denied for the same reason.

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

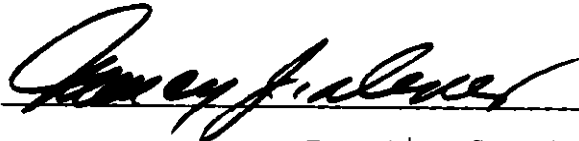
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:

A handwritten signature in cursive script, appearing to read "Nancy J. Dever", written over a horizontal line.

Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of January 1987.