

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26553
Docket Number MU-25856

Robert W. McAllister, Referee

(Brotherhood of Maintenance of Way Employees

PARTIES TO DISPUTE: {

(The Chesapeake and Ohio Railway Company (Southern Region)

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

1. The Carrier violated the Agreement when it assigned Boilermakers to attach heater brackets to the superstructure at Huntington Shops on March 2, 1983 (System File C-TC-1718/MG-4016).

2. Because of the aforesaid violation, Messrs. C. R. Stratton, W. W. Smith, H. Clay, I. Wiley, K. D. Brow", S. Byrd, D. L. Farnsworth and C. Han-shaw shall each be allowed pay at their respective rates for a" equal proportionate share of the sixteen (16) man-hours expended by the Boilermakers in performing the work referred to in Part (1) hereof."

OPINION OF BOARD: On March 2, 1983, the Carrier assigned Boilermakers to attach heater brackets to the superstructure in the Huntington Shops, Huntington, West Virginia. The Organization charges the work involved has customarily and historically been assigned to and performed by the Carrier's Bridge and Structure Group forces. The Organization also contends that attaching heater brackets to the structural steel columns in the shop buildings is work reserved to the Bridge and Structure Group forces under Rule 66(c), which in pertinent part states:

"In carrying out the principles of paragraph (a), bridge and structure forces will perform the work to which they are entitled under the rules of this agreement in connection with the construction, maintenance, **and/or** removal of bridges, tunnels, culverts, piers, wharves, turntables, scales, platforms, walks, right of way fences, signs and similar buildings or structures"

The Carrier, in responding to the initial Claim explained that the two boilermakers attached a clamping device to the building structure without holes being burned or drilled and consumed one man hour. Upon notification, the Boilermakers submitted an intervening statement claiming the disputed work is exclusively reserved to them.

This Board finds no probative evidence of record to support the Organization's claim that the work in question is covered by the specific terms of the controlling Agreement. We fully endorse the findings of Third Division Award 25652 involving the same parties, which in pertinent part held:

"Installation of brackets, involving as it did here the drilling of holes in and affixing of brackets to structural columns, does not in any manner constitute the construction, maintenance or removal of a **structure**."

Given the **unrebutted** fact that the disputed work herein did not even require the drilling of holes, this Board **must** deny the Claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

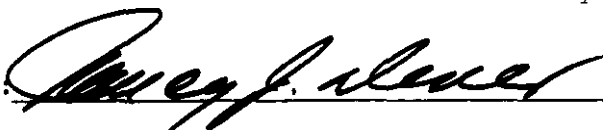
That the Agreement **was** not **violated**.

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 September 1987.