

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

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 Mechanical Department employes to construct (build forms and pour concrete) a concrete slab (8' x 14' x 6") at Tampa, Florida on May 5 and 6, 1983 [System File C-4(36)-CLR/HGC/MWR/12-1(83-151) G].

(2) Because of the aforesaid violation, Carpenters C. L. Roberts and H. G. Davis and Carpenter Helper M. W. Rauh shall each be allowed pay at their respective straight time rates for an equal proportionate share of the thirty-two (32) man-hours expended by Mechanical Department employes in performing the work referred to in Part (1) hereof."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Claimants herein hold assignments as carpenters and carpenter helper in the Bridge and Building Subdepartment. The Organization contends that, on May 5 and 6, 1983, the Carrier violated the parties' Agreement when it assigned Carmen to form and pour a concrete slab at Uceta Yard, Tampa, Florida. The Organization claims the work involved has been traditionally and historically assigned and performed by B&B Subdepartment employees.

The Carrier's position is that the work involved has historically been performed by employees covered by the Carmen's Agreement. In responding to the Organization's initial claim asserting two carmen worked eight (8) hours each on two days, the Carrier's Division Engineer responded that the two carmen took two (2) hours to make the form and three (3) hours to pour and finish the concrete slab which was a foundation for a diesel fuel metering machine. Subsequently, the Carrier provided the Organization with statements which it insisted supported its position that this is a class of work historically performed by Shop Craft employees.

The Carmen, as a Third Party in Interest, filed a Submission which asserted "...Carmen have performed Millwright work which consists in part of building foundations and mounting machinery thereon in the shops and yards of the Carrier."

Rule 1, Scope, reads:

"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.

This Agreement shall not apply to: Supervisory forces above the rank of foreman, clerical employees and Signal and Communications Department employees."

The Board once again is called upon to declare that the above-cited rule is general in nature and does not specifically and exclusively reserve the disputed work to B&B Subdepartment employees. See Third Division Awards 26208 and 25090.

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 23rd day of June 1988.