

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29657
Docket No. MW-29215
93-3-90-3-86

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., when was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(CSX Transportation, Inc. (formerly The
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Agreement when it assigned Boilermaker employes instead of Bridge and Building employes to construct a platform for a modular building in the Locomotive Shops at Huntington, West Virginia on December 7, 8 and 9, 1988 [System File C-TC-4752/12(89-381) COS].
- (2) The Carrier violated the Agreement when it assigned Boilermaker employes instead of Bridge and Building employes to build a platform and connect stairs that lead to the Wheel Shop office in the Locomotive Shops at Huntington, West Virginia on January 12, 1989 [System File C-TC-4759/12(89-376)].
- (3) The Carrier violated the Agreement when it assigned Boilermaker employes instead of Bridge and Building employes to mount a handrail on the steps that lead to the Wheel Shop office in the Locomotive Shops at Huntington, West Virginia on January 17, 1989 [System File C-TC-4757/12(89-375)].
- (4) As a consequence of the violation referred to in Part (1) hereof, Bridge and Building employes R. Adkins, M. Dial, J. Slone, J. Comer, H. Cobb, J. Leonard and C. Thompson shall each be allowed an equal proportionate share of the eighty-eight (88) man-hours expended by Boilermaker employes in performing the work in question.
- (5) As a consequence of the violation referred to in Part (2) hereof, Bridge and Building employes R. Adkins, M. Dial, J. Slone, J. Comer, H. Cobb, J. Leonard and C. Thompson shall each be allowed an equal proportionate share of the twelve (12) man-hours expended by Boilermaker employes in performing the work in question.

(6) As a consequence of the violation referred to in Part (3) hereof, Bridge and Building employes M. Dial, J. Slone, J. Comer, H. Cobb, J. Leonard and C. Thompson shall each be allowed an equal proportionate share of the ten (10) man-hours expended by Boilermaker employes in performing the work in question."

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 employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

In December 1988 and January 1989 the Carrier assigned employees represented by the International Brotherhood of Boilermakers to perform certain work at the Carrier's Huntington locomotive shops. This consisted of fabrication and installation of a platform which a modular office structure was to be placed and the installation of a stairway and handrail in connection therewith. The Organization argues that this is work which should properly be assigned to employees in the Bridges and Structures Group.

The Boilermakers, as a third party at interest, were notified of the dispute and made a written submission to the Board.

The Organization relies on Rule 66, Classification, which reads in pertinent part as follows:

"(c) In carrying out the principles of Paragraph (a), bridge and structures forces will perform the work to which they are entitled under the rules of this agreement in connection with the construction . . . of . . . buildings and structures, except where such work is performed by other employes under other agreements in accordance with the rules of such agreements or past practice in the rules of such agreements or past practice in the allocation of such work between the different crafts...."

The Board finds that the Organization has not demonstrated that the fabrication and installation of the nature here under review must necessarily be performed by Maintenance of Way forces, nor has it shown that work of this nature is customarily so assigned. More particularly, the fabrication and installation here does not appear to modify or substantially add to the basic structure of the facility.

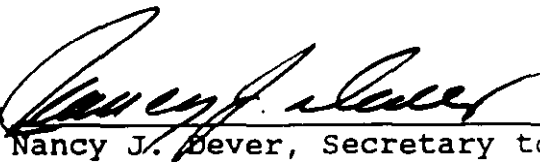
A closely similar situation was reviewed in Third Division Award 22627, involving division of work between Maintenance of Way and Boilermaker forces. That denial Award emphasized that, as here, fabrication (by Boilermakers) occurred first and thereafter the fabricated elements were put in place, thus not being the type of "structural modification" to a building which might otherwise be properly assigned to Bridge and Structures Group.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest



Nancy J. Dever, Secretary to the Board

Dated at Chicago, Illinois, this 7th day of June, 1993.