

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30811
Docket No. MW-28440
95-3-88-3-229

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Union Pacific Railroad Company

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

(1) The Carrier violated the Agreement when it assigned other than Miscellaneous Subdepartment Drawbridge Operators C. T. Agte, J. J. Pizzo, F. E. Castoreno and B. H. Begay to operate and maintain the Kalan Drawbridge located at Kennewick, Washington, Beginning March 7, 1987 (System File M-585/870598).

(2) As a consequence of the aforesaid violation, Messrs. C. T. Agte, J. J. Pizzo, F. E. Castoreno and B. H. Begay shall each be allowed pay at their applicable monthly rates for all time lost beginning March 7, 1987 and continuing until the violation is corrected."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

As Third Parties in Interest, the United Transportation Union and Brotherhood of Railroad Signalmen were advised of the pendency of this dispute, but they did not file a Submission.

This dispute arises out of the Carrier's automation of the Kalan Bridge at Kennewick, Washington. Claimants held Drawbridge

Operator positions and operated the bridge prior to its automation. After automation of the bridge, Claimants' positions were abolished and the Carrier assigned operation of the drawbridge to train crews and operators of track vehicles needing to proceed over the bridge.

The record shows that after automation of the bridge, operation of the bridge became a relatively simple task. Whereas before automation, Claimants worked in a control room to raise and lower the bridge, the bridge is now operated by a push button control located in a locked box at trackside. The bridge is lowered through the push of a button which starts a lowering cycle. The lowering cycle has a 15 minute delay and, after the button is pushed, a radio message is broadcast so maritime traffic will be aware of the bridge's lowering. No manual adjustments are necessary for the raising and lowering of the bridge. When the train or track vehicle clears the bridge, the bridge automatically raises.

The Agreement does not prevent the Carrier's automation of the bridge. We are satisfied that as a result of automation of the bridge, the performance of the disputed work now falls under de minimus doctrine and the work of raising and lowering the bridge is now incidental to the work of those train service employees and track vehicle operators who cross the bridge.

With respect to maintenance of the bridge, the record did not definitively disclose that maintenance had been performed on the bridge as of the time the claim was processed. However, the record does show that B&B forces have in the past greased the cables and a signal maintainer has performed certain work of that craft at the location. The Organization has not sufficiently demonstrated that Claimants were the only employees who performed maintenance functions on the bridge.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

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By Order of Third Division

Dated at Chicago, Illinois, this 27th day of April 1995.