

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 32275  
Docket No. MW-31675  
97-3-93-3-702

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Maintenance of Way Employees  
(Soo Line Railroad Company (former Chicago  
( Milwaukee, St. Paul & 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 employees assigned to System B&B Crew #47Z to augment the System Steel Crew in the performance of pile driving work on the Dri Line Bridge #58 at LeClaire, Iowa on March 16 through 25, 1992 (System File C-12-92-C060-01/8-00100 CMP).
- (2) As a consequence of the violation referred to in Part (1) above, Claimants F. J. Betts, J. E. Gallagher, B. A. Ingles and E. E. Cooksley shall each be allowed seventy (70) hours' pay at their respective straight time rates.”

**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 were given due notice of hearing thereon.

On March 16, 17, 18, 19, 23, 24 and 25, 1992, the Carrier assigned System Bridge Crew #47X to perform non-emergency pile driving work at Bridge #58 at LeClaire, Iowa. To provide assistance to Crew #47X, the Carrier assigned division B&B forces.

The Organization filed the instant claim contending that the Carrier failed to assign the Claimants who were assigned to System B&B Crew #47Z to assist Crew #47X even though Crew #47Z was entitled to be assigned under the provisions of the December 9, 1989 Memorandum of Agreement.

The Carrier denied the claim contending that no violation of the Agreement had occurred. The Carrier argued also that no work had been performed on March 16, 17, and 18, 1992. Furthermore, the Carrier contended that all of the Claimants were working and compensated on the dates in question except for Claimant Cooksley who was on vacation on March 23, 24, and 25, 1992.

The parties being unable to resolve the issues at hand, this matter came before this Board.

This Board has reviewed the record in this case, and we find that the Organization has not presented sufficient proof that the Agreement was violated when the Carrier used members of the Division B&B gang to drive the piling instead of using members of the System B&B crew. The Agreement at issued apparently was reached to make sure that if additional employees had to be added to the bridge gang, such persons would be taken from employees on the system gang. In this case, the Organization has not proven that additional personnel were needed on the bridge gang on the dates in question. There is nothing in the Agreement that states that the work is exclusively reserved to the system crew. The Organization has not presented sufficient evidence that there was a violation of that Agreement.

In addition, there has been no showing that there was any loss on the part of any of the employees as a result of the Carrier's action in this case.

For all of the above reasons, the claim must be denied.

**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.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 7th day of October 1997.**