

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19444
Docket Number MW-17900

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Illinois Central Railroad Company

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

(1) The Agreement was violated on November 3, 4 and 5, 1966, when Car Department laborers were assigned to excavate for machine foundations, to relocate a fire house and to strip forms from concrete foundations. (System file SLN-41-B-67/Case 445)

(2) Claimants J. E. Langston, H. R. Parkinson, T.E. Ranft, J. Newcomb, E. E. Heflin and H. Kracht each be allowed pay at their respective straight time rates for an equal proportionate share of the total number of man hours consumed by Car Department laborers in the performance of the work described within Part (1) of this claim.

OPINION OF BOARD: This is a Scope claim in which Maintenance of Way Employes, allege that work, which has customarily and traditionally been assigned to them, was performed by Car Department laborers on November 3, 4, and 5, 1966. The disputed work concerned the relocation of a fire house and the stripping of forms from concrete foundations. Claimants J. E. Langston, H. R. Parkinson, T. E. Ranft, J. Newcomb, E. E. Heflin, and H. Kracht seek an award of pay at their respective straight time rates for an equal proportionate share of the total number of man hours consumed by Car Department laborers in the performance of the disputed work.

FACTS OF RECORD

On November 3 and 4, 1966, Car Department laborers dug a hole of about five (5) cubic yard capacity. Thereafter, Bridge and Building employes constructed wooden forms for the pouring of a concrete foundation for a mechanical department rolling machine. The Bridge and Building employees also prepared and poured the concrete for the foundation. On November 5, this work was completed and the Bridge and Building employees were sent to work at another location.

At this stage of the work Car Department laborers were used to remove the wooden forms from the concrete foundation. They did not perform work on the foundation itself. Mechanical department employes then installed the rolling machine onto the foundation.

Also on November 3 or 4, Car Department laborers moved a wooden shed from inside a shop building to a point outside the building but still within the shop area. The shed is called a "fire house" because of its use as a storage

place for fire hoses. It is ten feet square by eight feet high and has no foundation. The laborers moved it by placing it on skids and then pulling it outside the building with a small tractor-crane.

Petitioner asserted on the property that all of this work is of a character customarily and traditionally assigned to Bridge and Building employees, and in support thereof submitted the following statement.

"Centralia, Ill. 1-26-68

Mr. P. D. Wheeler:

In regard to time claim made by B&B employees at Centralia, Ill., dated 11-3&4-66, against Car Dept. at Centralia, Ill., as to whether or not the work belonged to B&B employees. We have always done this work.

The moving of buildings, excavating for concrete foundations, setting and removal of concrete forms, have always been done by B&B employees.

Examples are many. A few are, all the machine foundations in the Wheel Shop, in the Power House, Wood Mill, and the many boom foundations all over the shop. In fact all the foundations (concrete) all over the shop have been done by B&B employees.

/S/ J. E. Langston /S/ H. R. Parkinson /S/ F. E. Ranft
/S/ E. E. Heflin /S/ Herbert Kracht"

There is no reference in this statement to the moving of "fire houses" or similar structures.

RULINGS ON PETITIONER'S CONTENTIONS

The Petitioner alleges a violation of the Agreement because Carrier assigned Car Department laborers to perform the work of excavating for a concrete foundation, of stripping wooden forms from the foundation, and of relocating a fire house.

It is clear from the record that the construction of the forms for the concrete foundation and the pouring of the foundation was performed by Bridge and Building employees.

It is also clear that excavating for the forms and the removal of the forms was part of the work of building the foundation. Consequently, this work should have been performed by employees covered by the agreement.

As concerns the moving of the small fire house from one location to another within the shop area, the Petitioner has not proved that such work accrues only to Maintenance of Way employees.

We shall sustain the claim to the extent of allowing each of the named

claimants pay at straight time rate for an equal proportionate share of the total man hours consumed by Car Department laborers in excavating for the machine foundation and removal of the wooden forms therefrom. We deny any claim in connection with moving of the fire house building.

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 violated to the extent shown in Opinion.

A W A R D

Claim sustained to the extent indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1972.