

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25462  
Docket Number MW-25312

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: ( Brotherhood of Maintenance of Way Employees  
( National Railroad Passenger Corporation (Amtrak)

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

(1) The Carrier violated the Agreement when it assigned Track Department forces instead of Bridge and Building Department forces to install "Vibra Flex" (waterproofing material) on the "Gunpowder River Bridge" on September 14 and 15 1981 (System Docket 293).

(2) As a consequence of the aforesaid violation, B&B employees J. R. Cooper, D. Settlemyer, R. Warfield, J. Gray, F. Caserta, R. Singleton and E. Dean shall each be allowed sixteen (16) hours of pay at their respective straight time rates.

OPINION OF BOARD: This dispute arose concerning the assignment of certain work involved on Gunpowder Bridge. Such work, according to the Carrier's description, involved track and ballast removal and upgrading as well as repairs as needed to concrete decking and drains on the bridge. In contention here is the laying of Vibra Flex material between the bridge surface and the tracks for the purpose of waterproofing.

The Carrier assigned employees of the Track Department to this work, while the Organization argues that it should have been assigned to employees of the Bridge and Building Department.

The Organization relies on its Scope and Work Classification Rules as one basis for its claim. It is also obvious that the work was performed on a bridge. It is equally true, of course, that the laying of the Vibra Flex material was related to the trackage itself, rather than to any structural component of the bridge.

The Scope and Work Classification Rules are, in reference to Bridge and Building Department employees, fairly general in nature. There was no showing that the work was involved with bridge structures or that Bridge and Building employees exclusively or even generally were utilized for the application of the waterproofing material to trackage. There was no convincing contradiction to the Carrier's position that the work was relatively unskilled and appropriate for performance by Track Department employees as well as by others.

The claim is without merit owing to lack of specificity in the Work Classification Rule as to this work; the lack of demonstrated general practice; and the readily apparent involvement of both Building and Bridge Employees and Track Department employees in track work on the bridge.

Procedural points raised by the parties as to the claim processing procedure are without sufficient substance to require further comment here.

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

That the parties waived oral hearing;

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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: 

Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May 1985.