

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 28313
Docket No. MW-28108
90-3-87-3-694

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

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Burlington Northern Railroad Company

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

(1) The Carrier violated the Agreement when, on April 9 and 10, 1986, it assigned Section Foreman T. S. Roades and Sectionman D. L. Haddox instead of Bridge and Building Department employees G. W. Philpot and R. E. Martin to dismantle a loading dock at Lewiston, Idaho (System Files CP-162 and CP-167).

(2) The Carrier further violated the Agreement when, on April 11, 1986, it assigned three (3) track department employees (including Sectionmen D. L. Haddox and J. Stan) instead of Bridge and Building Department employees G. W. Philpot, R. E. Martin and G. J. Boyd to load bridge timbers at Lewiston, Idaho (System Files CP-163 and CP-164).

(3) As a consequence of the violation referred to in Part (1) above:

- (a) Furloughed Bridge and Building Department employees G. W. Philpot and R. E. Martin shall each be allowed sixteen (16) hours of pay at the first class carpenter rate and,
- (b) Sectionman D. L. Haddox shall be allowed the difference between what he should have received at the first class carpenter rate and what he was paid at the sectionman rate for the sixteen (16) hours of work he performed on April 9 and 10, 1986.

(4) As a consequence of the violation referred to in Part (2) above:

- (a) Furloughed Bridge and Building Department employees G. W. Philpot, R. E. Martin and G. J. Boyd shall each be allowed eight (8) hours of pay at the first class carpenter rate.
- (b) Sectionman D. L. Haddox and J. Stan shall each be allowed the difference between what they should have received at the first class carpenter rate and what they were paid at the sectionman rate for the eight (8) hours of work they performed on April 11, 1986."

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 employes 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.

The work referenced in the Claim concerns the demolishing of a wooden loading platform consisting, according to the Carrier, of railroad ties and timber filled with dirt. A Section Foreman and a Track Sectionman were employed, along with four Bridge and Building Department employees, on April 9, 1986. Three Sectionmen were utilized to complete the work on April 10. Although the Claim seeks pay for Bridge and Building Department employees for April 11, the Carrier denies that any work was performed on the platform on that date.

The Claim seeks pay for furloughed Carpenters, First Class, on the basis that work reserved to them was performed by others. The Claim also seeks difference in pay for Track Sectionmen who allegedly were called upon to perform Carpenter, First Class work.

As to April 9 and 10, the Board finds that the Organization has failed to demonstrate that the demolition work and subsequent handling of the remaining ties and timbers constituted Carpenter, First Class work and/or work reserved exclusively to Bridge and Building employees. As to April 11, the Board may make no finding in view of the factual conflict as to whether the claimed work was performed at all on the day.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1990.