

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 40631
Docket No. SG-39205
10-3-NRAB-00003-050680
(05-3-680)**

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (Amtrak)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corp.:

Grievance on behalf of C&S Employees, Odenton M&W Base, for the discontinuation of the work assignments of mowing grass, weed whacking, tree trimming and other grounds maintenance duties, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, by assigning Communications and Signal Employees grounds keeping duties that are not covered by the Scope of the Agreement. Carrier’s File No. NEC-BRS(S)-SD-1052. General Chairman’s File No. JY321010109-650412. BRS File Case No. 13376-NRPC(S).”

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.

The instant claim involves the Carrier's order to C&S employees to perform grounds maintenance at the Odenton, Maryland, Maintenance of Way Base. Work consisting of keeping the grounds surrounding the building neat by mowing grass, weed whacking, tree trimming and the like were assigned to C&S employees on April 15, April 29 and May 13, 2004. The Organization alleges that this work is not covered by the Scope Rule and its assignment, historically performed by other crafts, violated the Agreement. Should the Carrier wish to assign such work, it should negotiate a Rule to permit it.

The Carrier denies Agreement violation. It argues that this is work that has not belonged to any one craft or labor organization, but has historically been assigned to any craft that occupies a facility. In this case, the C&S employees were utilizing the Odenton Maintenance of Way Base and the assignment to perform edging or grass cutting to maintain the grounds was supported by Rule 19 and Rule 24 of the C&S 23 (Special Instructions Governing Construction and Maintenance of Signal & Interlocking Plants) which covers this assignment.

The Board has found no support for the Organization's arguments in this record. The Scope Rule is general and does not preclude such assignment. Because it is permitted by the Agreement, negotiation of a Rule to allow it is unnecessary. Rule 19 states in part, "Buildings and surroundings, the care of which is assigned to the C&S department must be kept in good order." Rule 24 states that, "When special conditions exist that are not covered by these instructions, local instructions shall be issued by the Supervisor." There is no denial on property by the Organization that "surroundings . . . must be kept in good order." There is no denial on the property that the Odenton Base was assigned to the employees. Accordingly, the Board cannot find that this action violates the scope of the Agreement.

The Board carefully considered the Organization's supporting arguments that as the instructions of C&S 23, Rule 24 are applicable to "special conditions;" there is nothing special in cutting grass and trimming. Further, that Rule 19 is inapplicable and does not apply to Maintenance of Way Bases. We reviewed the Organization's argument that AMT-23, particularly Rule 15 documents the responsibilities of C&S employees, which most certainly does not include grounds maintenance. However, the Board is convinced that we can find no Agreement violation in this work assignment. It involves no specific qualifications and is not demonstrated to belong to any specific craft (Second Division Award 2223). No evidence in this record demonstrates otherwise or proves a Scope Rule violation. 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 27th day of August 2010.