

PROCEEDINGS BEFORE PUBLIC LAW BOARD NO. 3781

AWARD NO. 22

Case No. 65

Referee Fred Blackwell

Carrier Member: R. O'Neill

Labor Member: W. E. LaRue

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

CONSOLIDATED RAIL CORPORATION

STATEMENT OF CLAIM:

Claim of the Brotherhood (CR-2002) that:

- (a) The Carrier violated the Scheduled Agreement, particularly Rules 1, 4 and 5, when on May 17, 20, 21, and 22, 1985, it assigned Repairman R. Greening, Canton Repair Shop, to break up and pour concrete in the crane section of the Canton Repair Shop, Canton, Ohio.
- (b) Claimant R. Mann, B&B Mechanic, shall now be compensated for eight hours each day on May 17, 20, 21, and 22, 1985, for Carrier's intentional use of a MW Repairman to perform duties of B&B Mechanic.

FINDINGS:

Upon the whole record and all the evidence, after January 18, 1988 hearing in Washington, D. C., the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

OPINION

This is a Scope claim in which the Organization alleges that the Carrier violated the Schedule Agreement, Rule 1- SENIORITY CLASSES and Rule 4 - SENIORITY, by improperly making an

assignment to a Repairman of work which accrues to the MW Bridge and Building Department by classification, past custom, and history.

The Carrier asserts that the disputed work was properly assigned in accord with practice of long standing and paragraph 4 of the Scope Rule of the applicable agreement.

The record reflects that on May 17, 20, 21 and 22, 1985, the work of breaking up and pouring a concrete floor was performed in the crane section of the Carrier's System Repair Shop located in Canton, Ohio, by a MW B&B Mechanic and a MW Repairman.<sup>1</sup> Specifically, a B&B Mechanic assigned to the Canton Shop to perform B&B maintenance work at the Shop, was assigned the floor rebuild work; Canton Shop MW Repairman R. Greening was assigned the work of assisting the B&B Mechanic in the breaking up and pouring of the concrete to accomplish the floor rebuild.

Paragraph 4 of the Scope Rule of the Schedule Agreement, reads as follows:

"The listing of the various classifications in Rule 1 is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of a given classification is not intended to assign work exclusively to that classification. It is understood that employees of one classification may perform work of another classification subject

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<sup>1</sup> MW B&B Mechanics and MW Repairmen are in different classifications, but are in the same craft and are covered by the same Agreement between the Maintenance of Way Employees and the Carrier.

to the terms of this Agreement."

The last two sentences of the quoted portion of the Scope Rule clearly declares that the Rule 1 listing of classifications is not intended to secure work "exclusively" to any listed classification and that Employees in one classification may perform work of another classification, such as the herein situation of a Repairman performing B&B Mechanic work by assisting a B&B Mechanic in rebuilding a concrete floor. In addition, the long standing practice of a Repairman assisting the B&B Mechanic assigned to the Canton System Repair Shop is in accord with the foregoing construction of the quoted portion of the Scope Rule.

In view of the foregoing and based on the record as a whole, the Board concludes and finds that the disputed assignment was contractually permissible and the claim will therefore be denied.

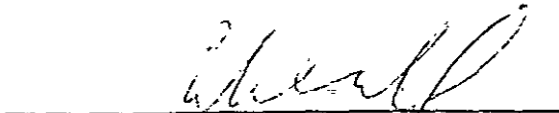
AWARD:

Claim denied.

BY ORDER OF PUBLIC LAW BOARD NO. 3781.



Fred Blackwell, Neutral Member



R. O'Neill, Carrier Member



W. E. LaRue, Labor Member

Executed on Dec. 29, 1988

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