

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs

READING COMPANY

Award No. 15

Case No. 15

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement when on January 6 and 9, 1959, it assigned employes of the Motive Power Department to remove and replace ash ballast from the track, center ditch, and shoulder at Diesel Fuel Pump Station, about 2 blocks west of Water Station at Reading, Pennsylvania.
2. That a Foreman, Sub-foreman, Crane Operator, and Laborers assigned to the Pike Street, Reading, Pennsylvania Section Gang be paid the equivalent number of hours spent by the Motive Power Department employes in removing and replacing new ballast at this location.

OPINION OF BOARD:

The fuel pump station specified in the claim is operated and maintained by shop craft forces. On the dates indicated in the claim the Carrier assigned certain shop craft employes to the digging up and replacement of oil-soaked ash ballast between and around the tracks at this location, which is adjacent to the Carrier's main line. The ash ballast was removed to the bottom of the ties, a depth of approximately six inches, and replaced with clean ash. The Carrier directed the removal of the oil-soaked ash in order to eliminate a possible safety hazard.

It is contended by the Organization that the involved work belongs to M of W track forces and that the assignment of this work to employes outside the M of W Agreement was a violation thereof. The Carrier responds that the shop forces were merely assigned to perform clean-up work in the area in which they regularly work, that the subject activity is not track work, and that the involved duties are not exclusively reserved to M of W track forces. The Carrier points out that the ash ballast was not removed and replaced in order to improve the track structure, although it is conceded that the existence of ash ballast at this location serves as reinforcement for such structure.

The evidence shows that except for the occasion here in dispute, M of W track forces have consistently performed the type of work in question at the subject location. Such ambiguity as exists in the controlling Agreement with respect to the work scope thereof must be resolved in favor of the petitioner insofar as the subject location is concerned, in view of the consistent past practice noted above.

It will be held that the Carrier violated the Agreement as contended in the claim. The remedy requested for this violation will be granted.

AWARD:

Claim sustained.

(s) Lloyd H. Bailer

Lloyd H. Bailer, Chairman

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) H. F. Wyatt, Jr.

H. F. Wyatt, Jr., Carrier Member