

SPECIAL BOARD OF ADJUSTMENT NO. 287

PARTIES:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
and  
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 23

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

(1) The Carrier violated the effective agreement when it assigned to a Contractor the performance of certain bridge reconstruction work at Bridge No. 1397, Millwood, West Virginia, February, 1958.

(2) The B&B forces holding seniority on the Wheeling Division be now paid at their respective pro-rata rates an equal proportionate share of the man-hours worked by the Contractor's forces in the performance of this referred to work."

FINDINGS: We are here concerned with Bridge 1397, one of 9 bridges on the Wheeling Division scheduled by Carrier for reconstruction in its 1957 program. Of the 9 bridges, 7 were assigned to Carrier's B&B forces, the other two -- including Bridge 1397, were contracted out.

The specific work here involved the removal of an existing 79 foot, 9 inch girder span and replacing it with a new 81 foot girder span -- work which required derrick equipment which Carrier says it did not have available on the project. The critical requirement was one of boom length.

Carrier executed a contract for this work on February 4, 1958, with Vogt and Conant Company. The work was completed on March 22, 1958. B&B forces were furloughed February 15, 1958.

Carrier relies particularly on paragraph 3 of (b)5(a):

"Where equipment or facilities to be used in connection with the work are not possessed by the Company and available, consistent with the requirements of a particular project."

The record here discloses that this particular job required a crane with a long boom to set the center span. Carrier says the booms of its wreck cranes are not long enough to safely and efficiently handle the job.

Carrier had an X-217 wreck crane at Grafton, 150 miles distant. This a 250-ton crane, which is stationed at Grafton to be available in the event of a wreck on the main line. For this reason, Carrier asserts, it would not have been available.

Actually, as this record discloses, this crane is not a part of Maintenance of Way Department equipment; its operation and its operator are not covered by the agreement between this Organization and this Carrier. It, Carrier

asserts, is designed primarily for the handling of rolling equipment which might be derailed; it is not designed for use in handling structural work.

On the basis of the record made, the Carrier has proved to our satisfaction that wreck crane X-217 did not have a boom of sufficient length to permit it to "boom out" in handling the structure here involved with that degree of efficiency and safety which is required; that it, being a wreck crane covering the main line at a point 150 miles away, was not available for the amount of time required.

The Carrier having met its burden of proving its reliance on (b)5(a) 3, this claim will be denied.

AWARD

Claim denied.

(s) Edward A. Lynch  
Edward A. Lynch  
Chairman

(s) A. J. Cunningham  
A. J. Cunningham  
Employee Member

(s) T. S. Woods  
T. S. Woods  
Carrier Member

Dated at Baltimore, Maryland,  
this 28th day of March, 1960.