

SPECIAL BOARD OF ADJUSTMENT NO. 287

PARTIES: BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 3

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

(1) The Carrier violated its Agreement with the Brotherhood of Maintenance of Way Employes when it assigned employes outside the scope thereof to make repairs to the brick arch in the Amesteam boiler at Moorefield, Indiana, on April 28 and 29, 1955;

(2) B&B Carpenter John A. Waltz and B&B Carpenter Helper Howard A. Warren each be allowed sixteen (16) hours' pay at their respective straight time rates account of the violation referred to in Part (1) of this claim.

FINDINGS: The issues of third party notice and timeliness of filing were disposed of in the Awards in Dockets Nos. 1 and 2. They are here disposed of in accordance with these prior awards.

The Organization predicates its claim on a letter dated August 12, 1942, from W. G. Carl, assistant to Carrier Vice President, to Organization's General Chairman, particularly these portions:

"x x x in fact, bricklayers are not covered by the provisions of the Shop Crafts Agreement; x x x"

"this (bricklaying) is work that has always been performed by B&B mechanics at Cumberland and for which they have always been paid their regular rate of pay x x x."

The letter quoted was "in connection with request (of the M. of W. Organization) that A. B. Miller, Bridge Mechanic, Cumberland Division, who was used to reline boilers and furnaces around the shops at Cumberland, be allowed a rate of 95 cents per hour."

In other words, it is proven that B&B Mechanics were used to reline boilers and furnaces, specific reference being made to boilers at Indianapolis and Moorefield, and that this entailed bricklaying work, which is specifically covered by the Scope Rule of the Organization here petitioning.

Here, Organization is claiming that this Carrier violated its agreement when it "assigned employees outside the scope thereof to make repairs to the brick arch in the Amesteam boiler at Moorefield, Indiana, on April 28 and 29, 1955."

Carrier contends the Amesteam generator replaced the old power plant at Moorefield, and that within it is "a brick arch or combustion chamber" which must be renewed periodically "in the same fashion that a brick arch in a steam locomotive has to be renewed."

Carrier maintains further that the work involved is "arch brick work," not bricklaying; that it is "an arch built of circular brick cemented together the same as the arch in the water tube steam locomotive boiler and the work comes within the confines of the boilermaker craft organization x x x."

Carrier argues the Amesteam unit is a special high pressure boiler, and that it has the responsibility of selecting employees who are adequately skilled and trained in this kind of work.

A mere assertion that the type of work here involved is not "brick-laying," is not sufficient. The installation of brick, irrespective of shape, is still bricklaying.

On the basis of this record we must conclude that Carrier has failed to meet its burden of proving that the nature of the work involved is not bricklaying or that B&B forces are not qualified to do this work to which they are otherwise entitled under the provisions of the applicable agreement.

A sustaining Award is indicated.

AWARD

Claim sustained.

(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
23th day of March, 1960.