

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12588
Docket No. 12495
93-2-92-2-12

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU
(Norfolk Southern Railway Company (formerly
(Southern Railway Company)

STATEMENT OF CLAIM:

- "1. That the Norfolk Southern Railroad Company and/or its Corporate Parent, the Norfolk Southern Corporation, violated the terms and conditions of the current Agreement on January 4, 9, 10, 11, 14, 15, 28, 29 and 31, February 1, 14, 15, 26, 27 and 28, 1991; March 1, 5 and 6, 1991 when they assigned Carmen Junior Student Mechanics to work that belongs exclusively to employees of the Painters Craft. This violation took place at Coster Shops, Knoxville, Tennessee.
2. That accordingly, the Norfolk Southern Railroad Company and/or its Parent, the Norfolk Southern Corporation, be ordered to compensate Painters J. H. Strange, Jr., twenty-two (22) hours pay for the violations occurring on January 4, 15 and February 6, 1991; M.C. Smith, Jr., thirty-two (32) hours pay for the violations of January 9, 28 and February 14 and 27, 1991; L. D. Carter, thirty-two (32) hours pay for the violations on January 10, 29 and February 14 and 28, 1991; D. C. Tharpe, thirty-two (32) hours for the violations of January 11, 29, February 15 and March 1, 1991; M. Woods, twenty-four (24) hours for the violations on January 14 and February 1 and 15, 1991; L. E. Russell, fifteen (15) hours for the violations on March 5 and 6, 1991. This compensation to be made at the Painters Overtime Rate in effect on the dates of the violations."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

In this case, the Organization contends that Rules 14, 24 and 132 of the Parties' Agreement were violated when a Junior Student Mechanic was assigned to perform Painter work.

Specifically, the Carrier abolished two Painter positions by bulletin dated December 3, 1990. As a result of this abolishment, one Painter (the junior employee) accepted an offer to become a Junior Student Mechanic on the second shift. On January 15, 1991, the two Painter positions were reestablished. During the period from December 3, 1990, to January 15, 1991, the Claimant and other Junior Student Mechanics performed Painter work on six shifts. The basic question before the Board is whether the Painter work assigned to the Claimants during this 28 day period belongs exclusively to the Painter's craft.

Section 4 of the Parties' Memorandum Agreement ("Agreement") relating to the Carrier's Mechanical Department at Knoxville, Tennessee in pertinent part reads:

"Employees performing service as a Junior Student Mechanic will have the duties of filling vacancies and performing the work of BRC positions in the Coster Shop facilities that are not filled by employees on the Knoxville Carmen and Painter seniority roster as of January 3, 1989."

Accordingly, Junior Student Mechanics may perform the duties of Carmen and Painters. The cited provision of the Agreement are quite clear. "BRC positions" means Carmen positions and Painter positions.

The Board also notes that the issue presented in this claim is identical to the issue between the same parties based on the same

Rules which was resolved in Award 30 of PLB No. 5015. That Board, in pertinent part, held: "...it is clear that the Junior Student Mechanic Agreement contemplates the assignment of Junior Mechanics as either Painters or Carmen, as the need develops."

This Board again associates itself with the principle of stare decisis and, since the issue already has been decided, we adhere to decided case rule. Thus, the claim is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 15th day of September 1993.