

Award No. 3928

Docket No. 3667

2-GM&O-CM-'62

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 29, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

**GULF, MOBILE & OHIO RAILROAD COMPANY
(Northern Region)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned Carmen Helpers to paint metal parts of freight cars at Bloomington, Illinois.

2. That the Carrier be ordered to restore this work to Carmen Painters.

3. That the Carrier be ordered to make the Carmen Painters whole by compensating Carman Painter L. J. Waggoner in the amount of four (4) hours pay at the time and one-half rate for each day, July 3, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 30, 31, August 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, and September 2, 3, 1958, that a Carman Helper was assigned to perform this work.

EMPLOYEES' STATEMENT OF FACTS: At Bloomington, Illinois, the Gulf, Mobile and Ohio Railroad Company, hereinafter referred to as the carrier, maintains a shop force which includes carmen, carmen helpers, carmen apprentices and carmen painters.

A program which involved the rebuilding of the 6000 series hopper cars was started about June 1, 1958, at which time a carman helper was assigned to paint metal parts of these cars preparatory to being assembled. The carman helper, at first, was engaged in same regularly throughout the day. After the local chairman made complaint to the local supervisor that this was the work of carmen painters and that if it was not assigned to them, claim for pay would be filed, his duties were changed to the extent that he

ing locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; **painting with brushes**, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painter's work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

It is understood that present practice in the performance of work between the carmen and boilermakers will continue." (Emphasis supplied)

Attention is called to the emphasized part of the rule specifying "painting with brushes". Mopping the sealer on the joints of the cars while they are being rebuilt cannot be considered as painting with brushes. The painting of the cars by carmen-painters, as anticipated by the rule, was performed when the cars were painted after they had been rebuilt.

During the time the carman-helper was mopping the joints of the cars to be assembled, the claimant in this case, Carman L. J. Waggoner, was regularly employed at Bloomington performing the duties of a carman-painter and there is no rule of the Agreement requiring additional payments to Carman-Painter Waggoner of four hours at overtime rates for each day the helper mopped the joints.

CONCLUSION

The facts in this case do not support the contention that the mopping of the sealer on the joints of cars being rebuilt is the exclusive work of carmen-painters and the claim should be denied.

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 were given due notice of hearing thereon.

For all practical purposes the record consists entirely of conflicting statements of fact unsupported by proof. The only exceptions are photographic exhibits showing the mop used, the abutting surfaces coated and the work in progress; and the statement of two carman painters that "to our knowledge carmen helpers have never been allowed to do painting of any

kind." Since the question is whether the work involved constitutes painting the latter statement is irrelevant.

The record shows that the work in question consists of applying a lap and joint sealer to the overlapping portions of steel plates to make a tight joint so as to prevent the loss of finely ground commodities shipped. The sealer was applied by means of a long handled mop or brush before the overlapping plates were fastened together in the rebuilding process. After the rebuilding the cars were painted by carman painters. Apparently the sealing material was red lead, which is also largely used in priming coats and other painting operations.

It is clear that the work in question on hopper cars constituted a part of the fabricating or manufacturing process, and not of their painting. No award to the contrary has been cited or found.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1962.