

Award No. 4256
Docket No. 3815
2-CMStP&P-CM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Charles W. Anrod when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Carmen)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the carrier improperly allowed other than a Carman to make repairs to Caboose 01976 at Davies Yard Rip Track, Milwaukee, Wisconsin consisting of fitting screen doors and new window screens with hardware, installing and fastening of work bench, fastening of ice box to wall, laying of new tile flooring, fitting and cementing, covering of doors with sheet metal, and the fastening of window shade brackets on July 10, 1959, August 1, 3, 4, 5, 6, and 7, 1959.

2. That accordingly the carrier be ordered to additionally compensate Carmen F. Bukkerti in the amount of 28 hours, and W. Donner in the amount of 24 hours at the applicable rate of pay.

EMPLOYEES' STATEMENT OF FACTS: The Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the carrier, maintains a car repair track and shop identified as Davies Yard at Milwaukee, Wisconsin where freight and caboose cars, both wood and steel, are maintained and repaired.

Carmen F. Bukkerti and W. Donner, hereinafter referred to as the claimants, are regularly employed at Davies Yard, as carmen, with assigned hours 7:00 A. M. to 3:30 P. M. Monday through Friday, rest days Saturday and Sunday.

On July 9, 1959, carrier placed Caboose Car #01976 on the Davies Yard Repair Track for repairs and conversion to bunk and office for Scale Test Operator L. Okray. Claimants were assigned to perform the repairs and conversion work.

While caboose car #01976 was on the Davies Yard Repair Track, under-

With respect to the item "fastening of ice box to wall," there was an old ice box in caboose 01976, however, it was removed by Davies Yard carmen and the ice box which Mr. Okray had in caboose 0818 was then installed in caboose 01976 by Davies Yard carmen but unfortunately they did not fasten it to the side of the caboose and as a consequence and inasmuch as Mr. Okray was, as previously stated, leaving for the Terre Haute Division and did not want to ride in the caboose with an ice box which was free to shift all around the car he (Mr. Okray) drilled two holes and secured the ice box.

Also, prior to installing the ice box in caboose 01976 the Davies Yard carmen made the necessary repairs to said box.

With respect to the item "laying of new floor tile," this work consisted of the placing of asphalt tile over the standard caboose flooring for the purpose of cleanliness and Mr. Okray's personal comfort and convenience. All bad and rotten flooring in caboose 01976 had been repaired by Davies Yard carmen prior to the time the caboose was turned over to Mr. Okray.

With respect to the item "covering of doors with sheet metal," the work actually performed consisted only of placing a piece of sheet metal over the glass and panels on the exterior of the caboose doors so as to prevent the entry of undesirable persons or, in order words, to safe-guard Mr. Orkay's personal belongings from theft and to provide him piece of mind.

As pointed out above, all work that rightfully belonged to carmen had been done by carmen when the caboose was "shopped" and the work in question was nothing more than alterations by employe Okray in order to make the caboose more convenient and comfortable for his use as scale test operator. This job requires Mr. Okray to spend most of his twenty-four hour day in the caboose which is assigned to him; the caboose in question is literally his home and the few alterations made by Mr. Okray were made with a view toward cleanliness and his own personal comfort and convenience in his "home" away from home.

There is no basis for this claim and the carrier respectfully requests that it 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 waived right of appearance at hearing thereon.

L. Okray has been employed by the Carrier as a scale test operator and was assigned to caboose car 0818. In or about July, 1959, he was transferred to caboose car 01976. Shortly before his transfer, the latter car was sent to the Carrier's Davies Yard Repair Track, Milwaukee, Wisconsin, for the purpose of repairing and converting it to a bunk and office car. The Claimants, Carmen F. Bukkerti and W. Donner, were assigned by the Carrier to perform said work. However, Okray who is not covered by the applicable labor agreement also performed some work.

merits, it becomes unnecessary to rule on the Carrier's procedural objections and we express no opinion on the validity thereof.

AWARD

Dispute adjusted per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1963.