

**Award No. 4846**

**Docket No. 4728**

**2-UP-CM-'66**

**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. 105, RAILWAY EMPLOYES'  
DEPARTMENT, AFL-CIO (Carmen)**

**UNION PACIFIC RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the Carrier violated the current agreement, when on November 21, 1961 the supervision ordered, over the protest of the local committee, a Carman to apply light weight and other associated lettering stencils to U. P. Car 65806.

2. That accordingly the Carrier be ordered to compensate Locomotive Painter Lloyd Forcum for two hours and forty minutes at time and one-half the regular locomotive painters' rate of pay.

**EMPLOYES' STATEMENT OF FACTS:** Lloyd Forcum, hereinafter referred to as the claimant, is employed as a locomotive (carman) painter in the round house at Cheyenne, Wyoming and has seniority as a painter as of 5-6-25 in the mechanical department at this point on the Union Pacific Railroad Company, hereinafter referred to as the carrier.

Claimant is regularly assigned in the mechanical department as a painter on the first shift Monday through Friday with Saturday and Sunday as rest days.

On Tuesday, November 21, 1961, carrier over the protest of the local committee assigned a carman who holds no seniority as a painter, to apply light weight and other associated lettering stencils to U.P. Car 65806. Claimant was available to have performed this painting work.

Claim was presented to the carrier by the local representative November 26, 1961 in the amount of a call for two hours and forty minutes at time and one-half as per rule 7 (c). This was declined by the local car foreman and it was then presented to the local designated officer on December 11, 1961, who again declined to adjust the claim. On January 13, 1962 the claim was

painters during periods when there was no painter on duty. Painters have not exclusively performed such work.

Actually, stencilling is not painting in the well understood sense of covering a surface by brush or spray apparatus for preservative or decorative purposes. Stencilling, when the stencil is already cut and available, as here, certainly requires no skill and is incidental to some other activity.

There is no provision in the applicable Agreement which will support this claim. Evidence of past practice demonstrates that painters have not exclusively done the work in dispute.

The claim is without merit and 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.

Claim 1 is that the Carrier violated the Agreement when supervision ordered "a Carman to apply light weight and other associated lettering stencils to U. P. car 65806."

Standing alone this is hardly sufficient to state a claim, but for present purposes we shall consider it supplemented by the facts shown in the Submissions that the carman in question was a carman other than a painter, which presents the question whether this kind of work belongs exclusively to carmen painters.

The "other associated lettering" of the stencils in addition to "light weight" consists of capacity, load limit, place and date of "lightweighing". The actual weighing is apparently done by a clerk, but the computations are made by a carman and the stencils then applied by him to record the result of his work. Since it must be recorded on the car, the stenciling is part of his work and cannot be construed as a painting job within the specialty of carmen painters. See Award 3512.

#### **AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION**

**ATTEST:** Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 11th day of March, 1966.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.