

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States and Canada
(
(Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That the Norfolk Western Railway Company violated the Controlling Agreement, when they improperly assigned and used Car Repairer L. T. Whitlock and Apprentice Car Repairer R. L. Wade to perform Carman Painter's Work at Roanoke East End Shops, Roanoke, Virginia, beginning May 15, 1980 and continuing through October 1980.
2. That accordingly, the Norfolk Western Railway Company compensate the following named Carmen Painters D. J. Thomassan and R. L. Ginter respectively, eight (8) hours pay each at the time and one-half rate, for each day beginning May 15, 1980 and continuing through October 1980.

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 employes 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.

Between June and October, 1980, the Carrier was engaged in the assembly of covered hopper cars at its Roanoke Car Shop. Cars proceed to various stations where specific work is performed. One of the last stations on the assembly line is #2 Welding Station where the chutes are welded to the car body. The welds are then ground down and a coat of primer is painted on the seam where the chute joins the floor of the hopper car.

It should be noted that at the #2 Welding Station, the car is on its side. After it leaves this station, it is turned upright, trucks are added, and it is rolled into the Paint Shop.

It is the Employees' position that at the Roanoke Shops the work of caulking and painting hopper cars has always been considered Painter's work. The Employees emphasize that separate rosters are maintained for Painters and Carmen. While Carmen have historically primed and caulked components of freight cars during both the manufacture and repair of those cars, the Employees insist that they have never applied paint to the finished product such as they did here. The Employees assert that the work in dispute was reserved to Painters by Rule No. 103 - Classification of Work. It therefore, requests this Division to uphold the instant claim due to Carrier's violation of this Rule.

After carefully reviewing the record before us this Division is not convinced that the work in question has been contractually reserved to Painters assigned to the Roanoke Car Shop. The work involved grinding down the rough edges of the hopper car chute after they were welded in place, and applying a primer coat of exterior paint to the seam on the inside of these chutes. It must be emphasized that at this point in the assembly production, the car body has not yet been trucked, and the car body was on its side. The chute is therefore readily accessible to a Carman who can easily climb into it and apply the primer. Once the car leaves this station it is set upright on its trucks. Consequently, it would be virtually impossible for a Painter to perform this priming function. This is precisely why Carmen have traditionally performed this function at Carrier's Roanoke Car Shop.

In our judgment, it is of no consequence that the Carmen may have used an exterior paint, rather than a priming paint in the case at hand. It is the nature of the work performed, not the material used, that is controlling. The paint was applied to the seam where the chute was welded to the car body. This was obviously a protective priming coat regardless of the type of paint used. As observed above, work of this nature has historically been performed by Carmen assigned to Carrier's Roanoke Car Shop. Consequently, the instant claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 7th day of March, 1984