

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(Southern Railway Company

STATEMENT OF CLAIM:

1. That the Southern Railroad Company violated the controlling Agreement when work belonging to the Painters' Craft was improperly assigned to employees of the Carmen's Craft on May 24, 1990 at Coster Shop, Knoxville, Tennessee.

2. That accordingly, the Southern Railroad Company be ordered to assign the application of these decals as outlined in this dispute and all similar applications to employees of the Painter's Craft.

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

This dispute arises because on May 24, 1990, the Carrier's Carmen at Coster Shop placed two adhesive backed decals on the sides of rapid discharge hopper cars. These cars are equipped with pick up shoes to contact an electrically charged actifying device which automatically opens the car doors. These shoes make the car wider than the normal freight car. The decals were a safety precaution to warn employees who might be unfamiliar with the equipment. The Organization takes exception to the use of Carmen and claims that such work belongs exclusively to Carmen Painters. In so doing, it relies on Rules 40 and 132 of the Agreement. Rule 40 simply assigns work to each craft as the Classification of Work Rule describes. Rule 132 (The Classification of Work Rule) in pertinent part on which the claim rests reads:

". . . painting, varnishing, surfacing, lettering, decorating, and cutting of stencils; removing paint (except paint removal in vats); all other work generally recognized as painters work under the supervision of the locomotive and car department; . . ."

There is no reference to decals, stickers, or other similar objects in the Rule. The application of adhesive backed decals requires no special skills, painting, or any other attributes of the Painters Craft. There are numerous letters in the file attesting to the fact that safety stickers and decals have been placed on various objects throughout the operation by various Crafts and supervisors. The application of the decals under consideration was the first time decals of this type had been used on hopper cars. In view of the foregoing, the claim that the decal application falls under the clause - all other work recognized as painter work - cannot be sustained. Accordingly this Board finds that the Carrier's assignment of personnel other than Painters to apply the decals to the hopper cars did not violate the controlling Agreement. It has long been recognized that the Carrier has the right to assign work and manage its operation subject to limits established by Rule or Agreement. There are no such limitations on the action complained of in this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of September 1992.