

Award No. 788

Docket No. 719

2-CRI&P-CM-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYES: That carmen painters be assigned to varnish and shellac rattan seats of suburban cars, varnish chairs and tables and paint canvas curtains attached to buffer diaphragms.

EMPLOYES' STATEMENT OF FACTS: At the 49th St. coach shop at Chicago, Illinois, carmen upholsterers are now performing the work mentioned in above dispute.

POSITION OF EMPLOYES: The seniority of employees in the carmen's craft is, under Rule 26, divided into four subdivisions as follows:

Pattern Makers
Upholsterers
Painters
Other Carmen.

Each subdivision is a separate trade by itself and requires the necessary special training to perform in a mechanical manner, the work of the trade. The seniority of employees in one trade, or subdivision, is not interchangeable with any of the others.

Therefore, since the seniority of the trades is separate and distinct, it must be granted that their rights to perform work must be confined to the trade and to their seniority subdivision.

To varnish and shellac rattan seats, varnish chairs and tables and paint canvas curtains, is clearly and definitely the work of carmen painters according to the classification of work rule 110 of our agreement with the carrier wherein it states:

"Painting, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing vats); all other work generally recognized as painters 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;"

To further affirm this claim is justified and has been handled in accordance with the terms of the agreement, we submit Exhibits A and B.

of a similar nature—in one case the seats have a plush or mohair covering, while in the other they are covered with rattan; in one case the material is washed and dyed to restore the seats to near-original condition, while in the other the rattan is washed and then a preservative applied. It is definitely upholsterer helpers' work under the agreement.

Applying a preservative with a rag to rubber composition dining car table tops is not painting or varnishing as contemplated by Rule 110. We contend, also, that applying a preservative to leather chair seats is not painting or varnishing. As in the case of the rattan seats, no skill whatever is required in applying preservatives to table tops and chair seats. Only a few minutes' time is required for each operation. Upholstering department helpers under Rule 112 wash and dye upholstering, as indicated above. Dining car chairs have plush, mohair, leather or other material-covered seats. Washing and applying a preservative to leather seats of these chairs is in the same category of work as washing and dyeing plush, mohair or other material-covered chair seats. It is not painting. The wooden parts of the tables and chairs are painted or varnished by employees in the painters' classification.

In connection with the buffer diaphragm curtains, the employees of the upholstering department first apply water to the canvas to shrink it, then a coating of liquid aluminum is put on by the use of a broom or rag, for the purpose of preserving the canvas from moisture and the elements, although this is not absolutely necessary. This, definitely, is not painting. This operation, as in the case of the rattan seats, table tops and chair seats, requires no skill whatever.

All of this work is work that is directly allied with upholsterer helpers' regular duties in the upholstering department. It is definitely one of the operations, in each case, properly to be performed by the upholstering department employees to complete their work.

The members of this Board are fully aware of the skill required in painting and flow-varnishing. None of the operations, which the employees claim is painters' work, can in any sense of the word be considered as painting. The method of applying the preservative and the fact that no skill whatever is required clearly bears this out. There is no violation of Rule 110 of the agreement.

As the work which the employees now state is painters' work has for many years, in fact, as long as thirty-five years, been recognized as work properly to be performed by upholsterer helpers, and the further fact that no contention was raised by the employees in our negotiations leading up to the September 15, 1941, agreement that this was to be considered as painters' work, and the further fact that no change from past practice was made in that agreement in regard to this work, which has always been recognized and is now recognized as upholsterer helpers' work, there is no violation of the agreement and the claim should be declined.

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 employee 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.

The parties to said dispute were given due notice of hearing thereon.

At a hearing in which the referee sat with the Division, the men who performed the work complained of demonstrated the manner in which it was

performed and the materials used. After witnessing the demonstration, the Division can come to no other conclusion than there was no violation of the current agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1942.