

Award No. 4905
Docket No. 4826
2-RDG-CM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

READING COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier was in violation of the current agreement when assigning Car Inspector Andrew A. Keegan to watering RDC Cars 9152 and 9159 on July 4, 1963, and watering RDC Cars 9161 and 9157 on July 7, 1963, instead of calling out Coach Cleaner Martin P. Beers to perform these duties.

2. That accordingly, Martin P. Beers should be made whole by being paid 8 hours punitive rate for each day, July 4, 1963 and July 7, 1963.

EMPLOYEES' STATEMENT OF FACTS: July 4, 1963 and again on July 7, 1963, Car Inspector Andrew A. Keegan, while on regular tour of duty, was assigned to the work of watering RDC Cars 9152 and 9159 and 9161 and 9157 respectively, work normally assigned to Martin P. Beers, coach cleaner, claimant in this dispute.

The claimant's work week was Monday through Friday on the 3 p.m. to 11 p.m. shift with rest days of Saturday and Sunday.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust the dispute.

The agreement effective January 16, 1940, as subsequently amended is controlling.

POSITION OF EMPLOYEES: It is submitted that coach cleaners are covered by the controlling agreement which is confirmed by Rule 125 which reads as following:

Agreement between Reading Company and Brotherhood Railway Carmen of America, System Federation No. 109, effective January 16, 1940, corrected February 1, 1951, is on file with the board and by references is made a part of this submission.

POSITION OF CARRIER: The agreement does not contain a classification of work rule covering coach cleaners, nor is the work of furnishing water to RDC cars allocated to any particular craft by that agreement. It is evident, therefore, that such work may properly be performed by any craft or classification of these employes. In this case the car inspector, who is within the carmen's craft and scope of that agreement, performed the work.

Claimant Coach Cleaner Martin P. Beers works 3 p.m. to 11 p.m., Monday through Friday, except holidays, with rest days Saturday and Sunday.

The work performed by the car inspector consumed less than one hour, and there is no merit or basis for claim of 8 hours at punitive rate to be paid this claimant.

Under the facts and circumstances present in this case and the reasons stated hereinbefore, carrier submits that the claim as here submitted is without merit and not supported by the rules of the effective agreement, and requests the Board to so find and deny the claim.

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.

The Organization here contends that on July 4 and 7, 1963, Car Inspector, on his regular tour of duty, was assigned to watering cars. That Carrier failed to assign the service to claimant Martin P. Beers, regularly assigned Coach Cleaner. That such claim is for pay at the punitive rate, and constitutes a violation of Rule No. 125—Coach Cleaners on the part of Carrier. Further contention is made that claimant has assigned rest days of Saturday and Sunday. That he is entitled to pay at the punitive rate of pay, since July 4 is a holiday under the Agreement, and July 7, 1963 was one of his rest days for which he is making claim for pay at the punitive rate.

Carrier vigorously denies it has in any way violated the provisions of the Agreement as alleged by the Organization.

From the record here before the Division, we are unable to find that the Organization has furnished any proof that Coach Cleaners have the exclusive right to the work involved in this docket, and consisting of watering passenger cars as alleged.

The Claim is without merit and should be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1966.