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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6422
Docket No. 6270
2-SCL-CM-'73

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

Parties to Dispute: { System Federation No. 42, Railway Employees'
Department, A. F. of L. - C. I. O.
(Carmen)
Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That under terms of the agreement, Carmen Painters K. L. Davis, J. M. Faircloth, and E. C. Reynolds were unjustly denied their contractual rights to perform work of their craft and class.
2. That accordingly the Seaboard Coast Line Railroad Company be ordered to compensate K. L. Davis for eight (8) hours at overtime rate for July 4, 1970 holiday; J. M. Faircloth for eight (8) hours at overtime rate for each day July 18th and 19th, 1970; E. C. Reynolds eight (8) hours at overtime rate for each day July 25th and 26th, 1970.

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 waived right of appearance at hearing thereon.

While claimants were either on their rest days or on vacation during the month of July, 1970, Carmen, other than ones classified as Carmen-Painters, were assigned to do stencilling and application of Automatic Car Identification Modules to Carrier equipment at its Savannah, Georgia, Yard. Petitioner claims that this was in contravention of the Rules and practices under the controlling agreement. There are separate rosters for each craft subdivision within the basic Carman category, and work, as set forth in Rule 100, is to be afforded to employes properly classified to perform the specific duties related to their specialty. Claimants were ready, willing, and able to perform the work of their craft on dates when non-painter Carmen were utilized to perform their function and therefore according to Petitioner, they should be compensated for the work opportunity of which they were deprived by the Carrier.

Rule 100 of the controlling agreement states in part:

"RULE 100 - CLASSIFICATION OF WORK

(a) Carmen's work shall consist of ...
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 super-
vision of the locomotive and car departments, ..."

Rule 15 establishes separate seniority rosters for the various carmen crafts and Rule 26 in effect, limits assignments of work to duly classified mechanics in each category where such are employed.

The determination of the claims herein rests on two factors. First, is the stencilling of dates on parts of equipment which had been serviced and the installing of A.C.I. Modules Carman-Painter's work? Rule 100 does not specifically indicate that it is. In 1967, the General Foreman at Carrier's Savannah, Georgia Shops did agree to assign painters to do the stencilling work and in fact claimants did this work during their regularly scheduled hours. Second, given that the stencilling referred to was generally done by painters, was it clearly understood and agreed that painters had exclusive right to perform same? The un rebutted statement in Carrier's submission that Carmen other than painters regularly performed this function at the Savannah Shops on second shift and on day shift on several days during July of 1970 without complaint or grievance by the claimants herein or their Organization, clearly establishes the contrary. It must be held that there was no mutual agreement that this work was to be assigned by Carrier solely to painters, to the exclusion of other Carmen. It is manifest, from the record herein, that from the commencement of the program of utilization of the A.C.I. Modules, that Carmen other than painters regularly were assigned to do the work required in the application of those items to freight cars and other equipment. In fact, despite initial protest by the Organization, it would appear that it acceded to such procedure in the Spring of 1970.

We have consistently required, in awards too numerous to cite, that the Petitioner, by probative evidence, establish that certain work is exclusively to be performed by a specific craft. We do not find that this mandate has been satisfied herein.

A W A R D

Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois this 3rd day of January, 1973.