

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

Parties to Dispute: ( System Federation No. 41, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Carmen)  
(  
( The Chesapeake and Ohio Railway Company  
( (Chesapeake District)

Dispute: Claim of Employees:

1. That Engine Painter, E. J. Fisher's service rights and rules of the Shop Crafts Controlling Agreement were violated October 15, 1971 account being suspended of his duties and his work transferred to the carmen (engine carpenter) in violation of Supplement No. 5 of the Shop Crafts Agreement.
2. Accordingly Fisher is entitled to be compensated five (5) days each week at the engine painter straight time rate plus any overtime that he would have worked had he not been cut off, commencing October 15, 1971, to continue until such date Fisher is restored to his position as engine painter.

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.

Parties to said dispute waived right of appearance at hearing thereon.

Claim was filed on behalf of furloughed engine painter, E. J. Fisher account his position was abolished and Carrier using carmen to perform the engine painter work at Clifton Forge, Va. Petitioner relies on Supplement 5 of the Shop Crafts Agreement.

Carrier maintains that having carmen at Clifton Forge perform the minimal amount of work formerly performed by painters was proper under the provisions of Rule 32(c) of the applicable Agreement.

Rule 32(c) was designed to give relief to Carrier in situations such as that before us where there is not sufficient work at points to justify employing a mechanic of each craft. When that occurs, Carrier is allowed to use another mechanic to perform the work of a craft not having a mechanic employed at that point. This was done in the claim before us when Carrier used a carman at Clifton Forge to perform the minimal amount of painting required thereat.

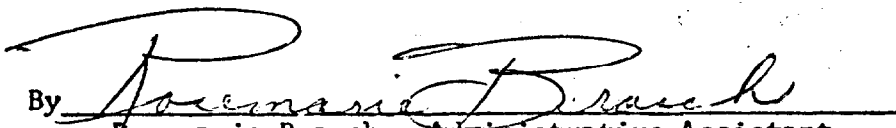
In doing so, no provision of the applicable Agreement was violated and we are compelled to deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 9th day of July, 1974.