

The Second Division consisted of the regular members and in addition Referee Robert A. Franden 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. The Seaboard Coast Line Railroad violated terms of the Agreement when they required Carman Apprentice B. W. Boyd to lay out and cut stencil on May 30, 1976.
2. That the Seaboard Coast Line Railroad be ordered to pay two hours (2) forty (40) minutes time and one half time to Carman Painter A. C. Mason who was available to be called in to perform this work.

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 employees 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.

This is a claim based on the Carrier's use of an on duty Carman apprentice to lay out and cut a stencil. It is the position of the Organization that under the Agreement the Carrier was required to call Claimant who is a Carman painter to do the work.

The issue to be resolved here is whether the work in question has been reserved exclusively to the Carman painters as opposed to Carman generally. Classification of work rule 100 includes "cutting of stencils" in the itemization of Carman's work. Nowhere in the Agreement is that work further confined to just the Carman painters.

Award 6422 between the same parties holds "that there was no mutual agreement that this work /stenciling/ was to be assigned to painters to the exclusion of other Carman." (Bracketed word supplied). Award 6422 has been followed by this Board in Award 6648.

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Award No. 7684
Docket No. 7571
2-SCL-CM-'78

We find the reasoning in Award 6422 to be sound and applicable to the case at bar.

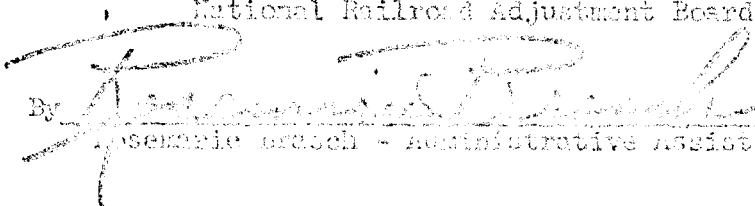
That the Agreement was not violated.

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 Orzech - Administrative Assistant

Dated at Chicago, Illinois, this 17th day of October, 1978.