

Award No. 11605

Docket No. MW-10783

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it assigned roadway machine repairmen and helpers to paint and stencil certain roadway machines at Clinton, Illinois instead of assigning such painting work to a painter holding seniority in the Paint Department.

(2) Painter V. M. Roberts now be allowed fifty-four (54) hours' straight time pay account of the violation referred to in Part (1) of this claim.

EMPLOYES' STATEMENT OF FACTS: For many years, the Carrier maintained a M. of W. Paint Shop at Clinton, Illinois. A painter coming within the scope of this agreement and holding seniority in the M. of W. Paint Department was regularly assigned to said paint shop and he regularly performed work of painting buildings, glazing windows, painting and stenciling Maintenance of Way machines being repaired at Clinton and other similar painting work.

The Carrier has abolished the painter's position referred to above and has assigned roadway machine repairmen to perform all necessary painting on M. of W. machines being repaired at Clinton.

The Employes filed claim in favor of Painter V. M. Roberts, contending that it was and is a violation of the Agreement to assign or otherwise permit other than M. of W. Painters to do necessary painting on M. of W. machines being repaired at Clinton. The Carrier has declined the claim.

The Agreement in effect between the two parties to this dispute dated September 1, 1934, together with supplements, amendments, and interpretations thereto are by reference made a part of this Statement of Facts.

POSITION OF EMPLOYES: The Scope Rule reads as follows:

OPINION OF BOARD: The following pertinent facts are not in dispute:

1. At Clinton, Illinois, until January 1946 motor car repairmen performed the necessary painting and stenciling of road equipment repaired by them in the shop at that point, and also painted push cars which were built therein.
2. In January 1946, the motor car shop was moved to a building within 100 feet of the paint shop, and due to the close proximity of these two shops a painter from the paint shop was used to paint and stencil road equipment repaired in the motor car shop in order to supplement his primary duties of painting the roundhouse and other buildings at Clinton.
3. By reason of Carrier's dieselization program, the painting work at Clinton decreased and, in 1955, Carrier abolished the position of painter in the paint shop; thereafter, painting of the buildings remaining at that point was performed by Carrier's division paint gang and the painting and stenciling of road equipment reverted back to motor car repairmen.
4. Painting of road equipment at other points on Carrier's system is performed by motor car repairmen in the repair shops, the same as the present and former practice at Clinton prior to January 1946.

These undisputed facts establish first, that the painting and stenciling of road equipment at Clinton had been performed by employees other than those holding seniority rights in the Paint Department; and, second, that this work at other points on the property has been and is being performed by motor car repair men.

Accordingly, the Board cannot find that the work here claimed was reserved exclusively to Claimant under the Scope and Seniority Rules of this Agreement which, on its face, is system-wide in its application.

The claim, therefore, will be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July 1963.