

Award No. 14257
Docket No. MW-12367

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

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

(1) The Carrier violated the effective Agreement when it assigned Carpenter S. J. Anderson to paint a small building at Griffith, Indiana, on or about July 31, 1959 and to paint a large newly constructed door in the carpenter shop at Gary, Indiana, on or about August 4, 1959.

(2) The senior furloughed Painter on the Gary Division now be allowed pay at his straight time rate for a number of hours equal to the number of hours consumed by Carpenter S. J. Anderson in performing the painter's work referred to in Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: On or about July 31, 1959, the work of painting a small building at Griffith, Indiana was assigned to and performed by Carpenter S. J. Anderson, who was regularly assigned to and employed as such in Group 1 of the Bridge and Building Sub-Department on the Gary Division.

Similarly, on or about August 4, 1959, the work of painting a large newly constructed door in the carpenter shop at Gary, Indiana was assigned to and performed by this very same carpenter.

The senior furloughed painter in Group 3 of the Bridge and Building Sub-Department on the Gary Division was fully qualified and available to perform the painter's work assigned to Carpenter Anderson, but was not notified or called to do so.

Consequently, the claim as set forth herein was presented and progressed in the usual and customary manner on the property, and was declined at all stages of the appeals procedure.

"CLASSIFICATION

Rule 56. I Bridge and Building Sub-Department.

(a) All work of construction, maintenance, repair or dismantling of building, bridges, including tie renewals on open deck bridges, tunnels, wharves, docks, coal chutes, smoke stacks and other structures built of brick, tile, concrete, stone, wood or steel, cinder pit cranes, turntables and platforms, highway crossings and walks, but not the dismantling and replacing of highway crossings and walks in connection with resurfacing of tracks, signs and similar structures, as well as all appurtenances thereto, loading, unloading and handling all kinds of bridge and building material, shall be bridge and building work.

* * * * *

(d) An employe skilled in and assigned to the construction, repairing or maintenance of buildings, bridges and other structures including the building of concrete forms, erecting falsework, setting of columns, beams, girders, trusses and in the general constructional erecting of steel bridges and buildings, and in the performance of related bridge and building iron work, such as riveting and rivet heating, or who is assigned to miscellaneous mechanic's work of this nature in bridge and building department shall constitute a bridge and building carpenter. Shop carpenter work shall consist of building and maintaining various office furniture, all millwork and other fine cabinetwork coming under the jurisdiction of the Engineer-Bridges and Buildings, and employes assigned to and performing such work shall receive six (6) cents per hour in excess of the highest rate received by carpenters at the point employed.

* * * * *

(f) Painters' work shall consist of all painting, glazing or decorating of all buildings, bridges, signs, office furniture, water tanks, coal chutes, sand towers, switch targets, telltales and all other painting in the Maintenance of Way Department.

* * * * *

(j) All work described under Rule 56 (I) shall be performed by employes of the B&B sub-department, except as provided in Memorandum of Understanding dated November 8, 1939, and agreement with shop crafts effective April 3, 1922.

Rule 62. Time claims shall be confined to the actual pecuniary loss resulting from the alleged violation."

(Exhibits not reproduced.)

OPINION OF BOARD: The portion of the work made subject to claim in this docket is the painting of the concrete blocks, and the doors and trim of a newly constructed building at Griffith, Indiana on July 31 and August 4, 1959.

There is no doubt that painters have a contract right to this work.
Award 10247.

We will sustain Carrier's assignment of the work on July 31.

We will sustain the Organization's claim for August 4 in favor of the senior furloughed painter (not working) because he should have been called for this work. He is entitled to eight hours' pay for that day.

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 claim was disposed of in accordance with Opinion.

AWARD

Claim disposed of in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of March 1966.