

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George V. Boyle, Referee

Award Number 24517
Docket Number MW-24548

PARTIES TO DISPUTE: { **Brotherhood of Maintenance of Way Employees**
 { **Elgin, Joliet and Eastern Railway Company**

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

(1) **The** Carrier violated the Agreement when it assigned Car Department **employees** instead of Bridge and **Building** Department **employees** to repair an overhead door at Building EJ-123 on September 10, 1980 (System File BJ-2-80/SM-4-80).

(2) Because of the aforesaid violation, **furloughed** Carpenter D. Sylvester shall be allowed eight (8) hours of pay at the carpenter's **straight-time** rate."

OPINION OF BOARD: An accident occurred on September 10, 1980 in which an overhead door, in a partially opened position, was struck by a fork lift truck. This was on the Carrier's property at Building EJ-123. The Carrier directed a Car Department carpenter to retrack the rollers, close the door and nail a plywood brace to the door to prevent it from being opened while in damaged condition. This work the Carrier contends, was performed for safety and security reasons and required no more than twenty (20) minutes to complete.

The **Employees** assert that this was a violation of Rule 2(a), "all work of construction, maintenance and repair or dismantling of buildings . . . as well as appurtenances there to . . . shall be bridge and building work". They also claim a violation of Rule 2(d): "An employee skilled in and assigned to the construction, repairing or maintenance of Buildings . . . shall constitute a bridge and building carpenter", by virtue of the Carrier assigning a Car Department employee to repair work.

On the facts, the Board must conclude that there was no violation of either Rule.

There is no dispute that the Carrier used the Car Shop carpenter in the manner described by both the Carrier and the **Employees**. Nor is there a dispute concerning what constitutes the job description of bridge and building carpenter. The only question to be decided is whether the work performed properly falls within the purview of the bridge and building carpenter. The Board holds that it does not.

The retracking of the door and nailing of a brace to close and make it inoperable was done for safety and security reasons and required twenty (20) minutes or less. No attempt was made to repair the door or the hardware which

makes it operable. Neither the character of the work nor **the minimal time involved** was disputed by the **Employees**. They argue, **however**, "The work performed on the door in question may have allowed the **Carrier** to close said door, **thereby 'securing' building EJ-123**, however, the work of **nailing** on the **plywood braces and 'retracking'** the rollers **constituted repair work** by any objective definition of the work 'repair'."

On the contrary, the dictionary defines **"repair"**, "1. To restore to **sound** condition after **damage** or injury; fix. 2. To set right." The **Carrier** did not attempt "to restore" the door "to sound condition after **damage**". When such work was to be done, the Carrier assigned bridge and **building** carpenters to **install a new lower panel on the door**. It was not a requirement to call in a **furloughed** employee to **effectuate a minimal**, temporary measure for reasons of safety and security.

FINDINGS: The **Third** Division of the **Adjustment** Board, upon **the** whole record alla all the evidence, **finds and** holds:

That the parties waived oral **hearing**;

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

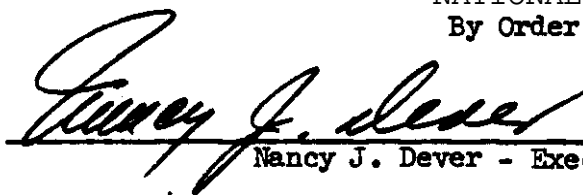
That the Agreement was not **violated**.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:



Nancy J. Dever - Executive Secretary

Dated at **Chicago**, Illinois, this 22nd day of September, 1983.

