

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30407
Docket No. MW-29617
94-3-90-3-601

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company)

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

- (1) The Agreement was violated when the Carrier assigned Shop Craft laborers instead of B&B forces to perform painting preparation work (cleaning and scraping) on the floors at the Huntington Shops on September 23, 1989 [System File C-TC-4700/12(90-83) COS].
- (2) As a consequence of the aforesaid violation, B&B employees J. Slone, J. Comer, R. Adkins, H. Cobb, I. Wiley, C. Thompson, P. Burns, M. Dial and J. Leonard shall each be allowed pay at their respective rates for an equal proportionate share of the twenty-five (25) man-hours expended by the Shop Craft laborers performing the work in Part (1) above."

FINDINGS:

The Third 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.

As a Third Party at interest, the International Brotherhood of Firemen and Oilers was notified of this dispute and filed a Submission with the Board.

The occasion giving rise to the Claim is aptly summarized by the Organization as follows:

"On September 23, 1989, the Carrier assigned B&B forces to paint the floor at Track No. 4 within the Huntington Shops, Huntington, West Virginia. However, before the B&B forces could properly apply the paint to the floor, it was necessary that the floor be cleaned of all foreign matter to enable the paint to adhere to the floor. Instead of assigning and using the Claimants or other B&B forces to clean and prepare the floor, at Track No. 4, for painting by its B&B forces, the Carrier assigned fireman and oiler forces . . . to perform such work with the aid of a floor grinder."

It is fully accepted that B&B forces were properly assigned to the painting work. The Organization argues that preparing the surface is an integral part of the painting procedure and thus should have been assigned to B&B employees. In support of its position, the Organization points to Appendix H of the Southern Region Agreement, Book 7, which states in pertinent part as follows:

"The Maintenance of Way painters will paint all buildings, and portions of same, such as floors,"

Both the Carrier and the International Brotherhood of Firemen and Oilers contend that Fireman and Oiler forces regularly use the floor grinder, whether in the course of regular cleaning work or, as in this instance, prior to painting. The Carrier also notes that Appendix H makes no specific reference to floor scraping.

The Board concludes that the Organization failed to demonstrate that the work in question is reserved to B&B forces at Huntington or that, as a matter of established practice, B&B forces have been assigned use of the floor grinder. Under these circumstances, there is no basis to determine that the work was improperly assigned.

AWARD

Claim denied.

Form 1
Page 3

Award No. 30407
Docket No. MW-29617
94-3-90-3-601

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 8th day of August 1994.