

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23087
Docket Number SG-22931

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
{ Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

On behalf of Signal Maintainer R. L. Tillery for twenty-eight (28) man hours overtime he was denied because on December 26, 1977, the Carrier contracted out to Williams Office Supply the painting of the CTC control machine at Birmingham, Alabama, which is maintained by Signal Maintainer Tillery." (General Chairman file: SR-21. Carrier file: SG-307)

OPINION OF BOARD: On December 26, 1977, Carrier contracted out the painting of a CTC Control Machine in Birmingham, Alabama. The Organization claims that the contracted work was work belonging to Signal Maintainer R. L. Tillery. It filed a claim on his behalf for 28 man hours of overtime. The claim was denied and is before this Board for resolution.

The Organization argues that under the scope rule of the scheduled Agreement, maintenance work on signal equipment belongs to the Signal Department. The equipment in question was painted by an outsider. Claimant was available and qualified to do the painting work required. Painting of equipment clearly falls under the category of maintenance. Claimant, should, therefore, be compensated the time he would have worked if the painting had been properly assigned.

Carrier does not deny that maintenance of signal equipment does belong to signalmen. It, however, categorizes the painting of the equipment in this case as decorative, not maintenance work. As such, the Organization has no claim to the work.

The facts of this case clearly support Carrier's position that the painting was done for decorative and not maintenance purposes. Carrier was combining a number of operations in one office. The office had office and control equipment of different colors. Carrier chose to paint all the equipment the same color. Petitioner has failed to demonstrate that painting equipment a single color was for other than decorative reasons.

No evidence has been presented to demonstrate that the equipment was in need of maintenance or that the original paint was not adequate for the preservation of the equipment. Petitioner has failed to present a persuasive case in this instance. It has failed to prove that the painting in question was for maintenance purposes, especially in light of the fact that the equipment was housed in an air conditioned room.

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 has not been violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulis
Executive Secretary

Dated at Chicago, Illinois, this 15th day of December 1980.