

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24517
Docket Number MW-24548

George V. Boyle, Referee

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 and 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

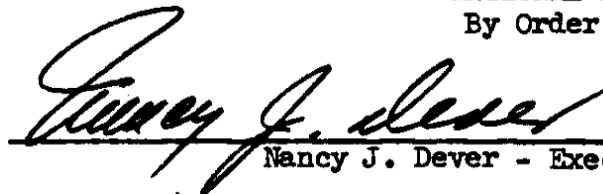
That the Agreement was not violated.

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.

