

C O P Y

AWARD NO. 4
CASE NO. 4
NRAB DOCKET MW 8664

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES } The Brotherhood of Maintenance of Way Employees
TO }
DISPUTE } St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The Carrier violated the effective Agreement when, during November and December, 1953, it assigned employees holding no seniority in the Maintenance of Way Department to repair, refinish, build and renovate office furniture at Pine Bluff.

"(2) Special Carpenter John H. Nelson be allowed pay at his straight-time rate for an equal number of total man-hours as was consumed in the performance of the work referred to in part one (1) of this claim."

FINDINGS: The Employees state that the Carrier violated the effective agreement when during November and December 1953, at Pine Bluff, Arkansas, it assigned employees holding no seniority in the Maintenance of Way Department to repair, refinish, build and renovate office furniture. The Carrier states that the repairing, refinishing, building and renovating of office furniture at Pine Bluff has been performed by the Carmen's Organization and by outside concerns as well as by Maintenance of Way Employees and that Maintenance of Way Employees have never had exclusive right to perform this work under their effective agreement.

The Board finds that this question was raised by the Maintenance of Way Organization and the Carrier in December 1942 and that Mr. K. M. Post, who was then General Superintendent and the highest designated officer under the Railway Labor Act to handle labor matters, wrote a joint letter to Mr. M. K. Vaught, General Chairman of the Brotherhood of Railway Carmen, and Mr. R. H. Smith, General Chairman of the Brotherhood of Maintenance of Way Employees, which read as follows:

"Tyler, Texas, December 24, 1942

R-53-439

"Mr. M. K. Vaught, General Chairman
Brotherhood of Railway Carmen of America
306 West 22nd Avenue
Pine Bluff, Arkansas

"Mr. R. H. Smith, General Chairman
Brotherhood of Maintenance of Way Employees
Rooms 120-21 Gazette Building
Texarkana, Texas

"Gentlemen:

"My attention has been called to the fact that there is a controversy between your respective organizations in connection with which organization holds rights to service to perform such work as painting and varnishing office furniture.

"Our position in this matter is that the work of repairing and repainting office desks and office chairs is work that properly belongs to the Maintenance of Way Employees and that the work in connection with repairs to chairs and furniture that goes with business cars, dining cars and lounge cars, or any other chairs where upholstery work is necessary is work that properly belongs to Car Department Employees.

"In case you agree with our position, I shall appreciate a joint letter from you to this effect. If you do not agree with our position, I suggest that this matter be handled as a jurisdictional dispute.

"Please advise.

Yours very truly,
(s) K. M. Post
K. M. POST
(General Superintendent)"

The Board finds from a careful reading of this letter that it was the position of the Carrier in December 1942 that the work of repairing and refinishing office desks and office chairs at Pine Bluff, Arkansas by Carrier forces is work that properly belongs to the Maintenance of Way Employees and that the work in connection with repairs to office chairs and furniture that goes with business cars, dining cars and lounge cars or any other chairs where upholstery work is necessary by Carrier forces at Pine Bluff is work that properly belongs to Car Department employees.

The Board finds from all the evidence submitted by the Carrier and the Employees and particularly from Mr. K. M. Post's letter quoted above that the Claimant in this docket was entitled to the work in question since it was performed by Carrier forces at Pine Bluff and that the Claimant, J. H. Nelson, should be paid at the straight time rate for the number of hours equal to the total man-hours consumed in the performance of the work at Pine Bluff by the Carrier.

AWARD: Claim sustained in accordance with this opinion.

(s) Thomas C. Begley
Thomas C. Begley, Chairman

(s) A. J. Cunningham
A. J. Cunningham, Employee Member

(s) M. L. Erwin
M. L. Erwin, Carrier Member

Tyler, Texas
September 17, 1959