

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employes	}	Case No. 56
and		Award No. 56
St. Louis Southwestern Railway Company		

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement by assigning a Track Apprentice Lloyd Peters to the work of repairing and installing a new clutch in the Carrier's Ford Tractor at Jonesboro, Arkansas, on November 18, 1957.

2. That Roadway Machine Mechanic Helper P. G. Bynum be now reimbursed for the difference in what he received as a Helper on the date here involved and what he should have received as a Roadway Machine Mechanic, account of this work performed by the Track Apprentice referred to in part one of this claim.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

The Organization states that the claimant is a regularly assigned Roadway Machine Mechanic Helper. His territory of assignment includes the Jonesboro area. On the date of claim the Carrier's Fordson tractor was broken down due to a bad clutch. Lloyd Peters, who was employed as a Track Apprentice on the North End, was working in the vicinity of Jonesboro. He was instructed by the Carrier to make this repair. He installed a new clutch in the Fordson Tractor. The Carrier violated the Organization's agreement, as this work belongs to the Road Machine Mechanics and Helpers. The rule violation is Rule 2-13 (c).

The Organization offered in evidence as an exhibit a letter from Lloyd Peters, dated March 15, 1964, stating that he performed the work in question.

The Carrier states that it has a telegram from Peters which it received in 1960 stating that he did not perform the work. As the Board cannot resolve this conflict, this claim is remanded back to the parties to make a joint check and to talk to Peters and Roadway Machine Mechanic Burris to ascertain from them who actually performed the work in question.

AWARD: Claim remanded back to the parties per opinion.

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

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

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

Dated at Tyler, Texas
December 14, 1964