

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)	Case No. 60
and)	Award No. 60
St. Louis Southwestern Railway Company)	

STATEMENT OF CLAIM:

1. The Carrier violated the effective agreement by assigning Texas Division No. 1 Painter Mr. J. L. Hunter to the painting of Carrier building at Bossier City, Louisiana, beginning about July 11, 1960, and continuing in lieu of Northern Division Painters.

2. That Northern Division No. 1 Painters, R. M. Luttrell, W. Reed, O. L. Clayton and T. R. Box be now paid their proportionate share of the number of hours consumed by the No. 1 Painter Mr. J. L. Hunter on account of this violation 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 seniority of B&B Painters is divided into two districts. One is the so-called Northern Division, and the other the Southern or Texas Division. The dividing line is Texarkana, Texas. Separate rosters are made up showing the names and seniority dates, rank number, etc., for the Painters on the Northern Division, as well as a separate seniority roster showing the same information for Painters on the Southern Division. Their seniority rights are not interchangeable between these two rosters.

The Carrier had need for the painting of an office in a new building, located at Shreveport, Louisiana, on or about July 11, 1960. Instead of assigning the employees holding seniority on the Northern Division, Painters' Roster, to cover this work, which was on the Northern Division working district, the Carrier instead called No. 1 Painter, J. L. Hunter who holds seniority only on the Southern or Texas Division Roster. Painter Hunter performed the work referred to. This was a crossing of seniority lines and the performance of the work by an employee holding no seniority rights to the work involved. The Carrier violated Rule 2-1 and Rule 2-2 of the Agreement.

The Carrier states that in January, 1960, plans were made and agreements executed for the Railway Company to construct certain facilities including a building at Bossier City next to the multi-level automobile car unloading ramps. These facilities were to be leased from the Railway Company by the Complete Auto Transit Company. The agreement provided that the facilities would be ready for occupancy on July 15, 1960, as the lease on the building to the Complete Auto Transit Company then occupied expired on that date.

Some of the construction work was given to independent contractors. Other items were set up to be completed by the Carrier forces. The B&B Carpenter Gangs on the seniority district north of Texarkana were engaged in other work and the General Chairman of the Maintenance of Way Organization in a letter dated April 19, 1960, agreed to allow the B&B Carpenter Gang holding seniority rights on the territory south of Texarkana (formerly known as the Texas or Southern Division) to transfer to Shreveport, Louisiana, to perform this work. On July 7, 1960, the General Chairman made protest regarding the work performed by the Southern Division water service employees at Shreveport and at that time stated:

"This to advise that effective with this letter you please discontinue the use of Texas Division employees in Shreveport.

"This also applies to carpenters that have been performing services at Shreveport (working in Texarkana at this time) as we understand they will return to Shreveport soon."

This letter was received by the Carrier on Friday, July 8, 1960, and, as was stated, the work had been completed with exception of painting an office which appeared would require about 24 man-hours for the Painter.

As the Carrier was under obligation to turn the new building constructed for the Complete Auto Transit Company over to that concern for occupancy not later than July 15, 1960, as the lease on the building that the concern had occupied expired at that time, the Carrier had the B&B employees complete their work.

The Board finds that the letter from the Organization dated July 7, 1960, withdrawing permission to permit the Southern Division employees to perform work on the Northern Division did not give a reasonable length of time for the Carrier to move the Southern Division employees from the Northern Division. The Carrier did not violate the agreement after receiving permission from the Organization to have B&B employees holding seniority rights on the territory south of Texarkana (formerly known as the Southern Division) to complete the work on the Northern Division before July 15, 1960, after receipt of the July 7, 1960, letter from the General Chairman of the Organization.

AWARD: Claim denied.

(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