

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)

and)

St. Louis Southwestern Railway Company)

Case No. 81

Award No. 82

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement between the Carrier and the Maintenance of Way Employees when on or about June 11 and 12, 1962, it assigned the work of painting signs to Tinner Foreman J. R. Ashcraft; and on or about June 13 or 14, 1962 it assigned the work of painting panels of the doors of the Diesel Shed to Carpenter I. F. Kinard.

2. The Carrier shall be required to compensate furloughed #1 Painter H. Spillers, for the total amount of time consumed by Tinner Foreman Ashcraft and Carpenter Kinard in performing the painting referred to in Part 1 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.

From the evidence of record the Board finds that the claimant should have been paid one hour when the Tinner foreman painted the signs. The claimant is not entitled to any compensation for the prime coat put on the new material of the panel door by the Carpenter. It is conceded by the Organization that new material may have a prime coat by the installers.

AWARD:

Claim disposed of in accordance with findings.

/s/ Thomas C. Begley

Thomas C. Begley, Chairman

/s/ A. J. Cunningham

A. J. Cunningham, Employee Member

Issued at Cleveland, Ohio
this 3rd day of April, 1963.

/s/ M. L. Erwin

M. L. Erwin, Carrier Member