

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

READING COMPANY

Award No. 11

Case No. 11

STATEMENT OF CLAIM:

1. That the Carrier violated the effective Agreement by failing to assign to its track forces the grading and ballasting of its track at the Girard Mammoth Colliery, Preston Jct., Pa., on April 21, 1958.

2. That the four senior machine operators on the Shamokin Division be compensated one day's pay each at the truck drivers (3) and bulldozers (1) rates of pay on account of this violation of Agreement.

OPINION OF BOARD:

The Mammoth Coal Company desired to strip mine coal under existing track on Carrier's Girard Mammoth Colliery Branch, and offered to provide Carrier with a track on the colliery's property in exchange for Carrier's existing right of way. As a result of an agreement reached between these two firms, the colliery prepared its own property for the track-hauling, dumping and spreading ashes in connection with this preparation. Carrier's forces removed track from the existing right of way and relaid it at the new location. The colliery hauled ashes to the relaid track, and dumped and spread them. Carrier's forces then performed tamping. The claim is that Carrier improperly contracted out work reserved to employees covered by the Agreement.

We are unable to find that any of the work performed by the colliery on its own property prior to the removal of the track from the existing right of way constituted a violation of the M of W Agreement. The colliery was free to do what it wished on its own property. The installation of the track at the new location was work covered by the Agreement, however, and therefore all of such work should have been performed by Carrier's forces. Thus while it was permissible for the colliery to supply ashes at the new track site in accordance with its agreement with the Carrier, the spreading of same on the relocated track should have been performed by a machine operator in Carrier's employ. The claim will be sustained to the extent of four (4) hours pay at the bulldozer's rate for the senior machine operator on the Shamokin Division.

AWARD:

Claim sustained to the extent indicated above.

(s) Lloyd H. Bailer

Lloyd H. Bailer, Chairman

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) H. F. Wyatt, Jr.

H. F. Wyatt, Jr., Carrier Member

Philadelphia, Pa., June 26, 1959.