

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs

READING COMPANY

Award No. 19

Case No. 19

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement when on February 15 and 16, 1960, it assigned the Section Gang at Newberry Junction, Pennsylvania, to remove planking between Track No. 4 at the East End of the Diesel Shop, Newberry, Pennsylvania.
2. That the B&B Carpenters on the Shamokin Division be now paid the equivalent number of hours at their own respective rate of pay equivalent to the number of hours as was spent by the Section Gang in removing this planking referred to in part 1.

OPINION OF BOARD:

On February 15 and 16, 1960, the Carrier assigned a section gang to remove planking between the No. 4 track at the east end of the diesel shop at Newberry, Pennsylvania. The gang also removed all spikes and nails from the planking. Three or four weeks later, B&B carpenters installed this planking (most of which was still usable) at a nearby location to which the car shop facilities at Newberry were moved. The Organization asserts that B&B carpenters should have been assigned to remove the planking in the first instance, on the ground that such work is within the exclusive jurisdiction of the B&B Department. The Carrier responds that the subject plank removal was unskilled work which did not require qualified carpenters and that, in any event, this work is not within the exclusive jurisdiction of the B&B forces. The Carrier further contends that track forces have customarily been used to remove planking.

The evidence is that track force personnel have, in fact, customarily removed planking, while B&B carpenters have customarily installed it. The Organization contends, however, that track forces have removed planking only when the plank timbers are being scrapped, whereas in the subject instance the planking was simply moved from one location to another in connection with relocation of the car shop facilities. It appears that at the time involved there were no laborers attached to the B&B forces on the Shamokin Division, which includes Newberry, Pa. It is the Organization's position that the Carrier simply used the track laborers to augment the B&B forces on a construction job, and that such action is barred by the Agreement since these forces are on different seniority rosters.

Having carefully considered all of the argument and evidence presented in this case, we conclude that the Carrier's action in assigning a section gang to perform the disputed work was not in violation of the controlling Agreement. In view of the fact that track forces have customarily performed the task of removing planking, we do not think the fact that the planking subsequently is reused transfers the removal operation to the exclusive jurisdiction of the B&B Department. At the time

that the section gang was assigned to remove the planking in the subject instance the Carrier appears to have been already aware that the timbers would be reused. However, there very well could be other instances in which the decision to reuse particular planking is not made until after it has been removed. To hold that the B&B Department has exclusive jurisdiction over planking removal whenever said planking ultimately is reused would create a principle that would be extremely difficult to apply from the operational standpoint. We do not think that conscientious application of the Agreement requires adherence to such a principle.

AWARD:

Claim denied.

(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.,
March 17, 1961.