

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

READING COMPANY

Award No. 45

Case No. 45

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement when on February 26, 1962, it assigned or otherwise permitted employees not covered by the Scope of this Agreement to perform certain work at Pier 18, which work had been previously assigned to B&B employees under this Agreement.
2. The Foreman and 4 Wharfbuilders now be paid in the amount of a "Call" of 2 hours and forty minutes at time and one-half rate on account of this violation of the Agreement.

OPINION OF BOARD:

The evidence discloses that the carpentry work that was necessary for securing the scaffolding to the lighters in the subject instance was work to which employees under the scope of the Agreement between the parties should have been assigned. Accordingly, we find merit in this claim. The claim will be sustained at the pro rata rate for a minimum consistent with Rule 18 of the Agreement.

AWARD:

Claim sustained in accordance with the above Opinion of Board.

(s) Lloyd H. Bailer  
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Lloyd H. Bailer, Chairman

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

(s) H. F. Wyatt, Jr.  
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H. F. Wyatt, Jr., Carrier Member

Philadelphia, Pa.,  
January 29, 1963.