

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
vs.
READING COMPANY

STATEMENT OF CLAIM:

1. Claim is presented that the Carrier violated the agreement when on August 19, 20, 21, 22, 1963, it assigned or otherwise permitted the District Gang from Neshaminy Falls to break concrete and restore with Amiesite the Eastbound Platform at Noble, Pa.
2. That Mason Gang Leader, Masons and their helpers be paid the equivalent number of hours spent by the District Gang in performing this work on the dates mentioned above.
3. That the following be paid the difference between their rate of pay and rate of Mason for time they spent in performing this work on August 19, 20, 21, 22, 1963; M. J. Suder, M. Bucello, C. Latimore, F. DiStefano, W. Mullenosky, F. Jenkins, W. Williams, A. Watkins, M. Green and E. Jones.

OPINION OF BOARD:

As of the time involved in this claim, the Carrier's eastbound concrete platform and curbing at Noble, Pa., had become badly deteriorated. Masons in carrier's B&B forces were assigned to break up the old curb and to pour a new concrete curb. However, the Carrier assigned the track District Gang from Neshaminy Falls to remove and replace deteriorated portions of the platform with patches of Amiesite, which is the trade name for a brand of bituminous concrete applied while hot. The contention in this claim is that the subject repairs to the platform constituted the work of Masons in the B&B forces.

It is established that track forces properly may be used to apply Amiesite in surfacing track crossings, roadways and parking lots with Amiesite. However, the evidence discloses that the patching of passenger platforms, such as the subject platform at Noble, Pa., whether with regular concrete, bricks or bituminous concrete, is properly the work of Masons in the B&B forces. Accordingly, Parts 1 and 2 of the claim will be sustained. Part 3 of the claim will be dismissed on the ground that sufficient remedy is provided by sustaining the first two parts of the claim.

AWARD: Parts 1 and 2 of the claim are sustained. Part 3 of the claim is dismissed.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employee Member

/s/ V. W. Bigelow
V. W. Bigelow, Carrier Member

Philadelphia, Pa.
June 28, 1966.