

SPECIAL BOARD OF ADJUSTMENT NO. 287

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
and
THE STATEN ISLAND RAPID TRANSIT RAILWAY COMPANY

AWARD IN DOCKET NO. 26

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement by failing to assign Carpenter James L. Sullivan to overtime work with the Dockbuilding Gang at Pier 22, North River on Saturday and Sunday, August 9 and 10, 1958.

(2) Carpenter James L. Sullivan be now allowed $11\frac{1}{2}$ hours at the Dockbuilder's time and one-half rate for Saturday, August 9, 1958 and 12 hours at his time and one-half rate for Sunday, August 10, 1958, account of this violation of the Agreement referred to in Part (1) of this claim."

FINDINGS: Rule 3 of the agreement provides:

"Seniority rights of all employees are confined to the sub-department in which employed."

The parties are agreed that on this Carrier Dock Builders are in one sub-department, and Carpenters are in a separate sub-department. Consequently, Dock Builders' seniority rights are limited to Dock Builders' work; Carpenters' seniority rights are limited to Carpenters' work.

Rule 7 (c) reads:

"When exercising seniority in the B&B gangs, carpenter foremen and men will have the right to displace men in the carpenter gangs only; paint foremen and painters in paint gangs only; pile driver foremen and men in pile driver gangs only."

Carrier here involved found it necessary to do certain of its Dock Building work on Saturdays and Sundays, and on such occasions it augmented its Dock Building force by men from the Carpenters' gang.

Organization claims under such circumstances, Carrier is required to respect the seniority rights of the Carpenters it may use.

Carrier says Carpenters have no right to Dock Builders' work, and consequently it is not required to respect Carpenter's seniority when they are performing such work.

Organization argues:

"Claimant James Sullivan has had previous service as a Dock Builder having worked in that gang from November 1957 to April 1958 as a Dock Builder on Baltimore and Ohio Pile Driver No. 3. He has the ability and the experience to have performed the work here involved. He was available for this work. And the Carrier made the assignments on Thursday for this overtime work to be performed on Saturday and Sunday. It was not an emergency requiring the use of the nearest and most available employee, and on short notice."

Be that as it may, the facts in this record are quite clear that Claimant held no seniority right to the work in question -- he may exercise his seniority "to displace men in carpenter gangs only."

The work here involved Dock Builders, a sub-department separate and apart from carpenters.

We have examined the sustaining Awards cited by the Organization, but are not persuaded for the simple reason that Organization's claim is not supported by the applicable agreement; to the contrary, Section 7(c) prohibits that which Organization seeks to establish through this claim.

A denial Award is indicated.

AWARD

Claim denied.

(s) Edward A. Lynch
Edward A. Lynch
Chairman

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

(s) T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland,
this 28th day of March, 1960.