

SPECIAL BOARD OF ADJUSTMENT NO. 293

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
versus
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM:

- (1) That the Carrier violated the effective agreement by assigning Bridge and Building forces holding seniority on the Central Division to perform B&B work on the Raritan River Drawbridge on the New York and Long Branch Railroad, a different seniority district, commencing on October 17, 1958, and continuing.
- (2) That Bridge Carpenter Foreman Peter Palumbo and Bridge Carpenters Sheldon Michaels and Gordon Irons be now compensated for an equal number of hours at their respective rates of pay, as was worked by the employees from the Central Division in the performance of this work.

OPINION OF BOARD:

On October 15, 1958, an accident occurred at the Raritan River Drawbridge (New York and Long Branch Railroad) which resulted in broken piling at the extreme end of the south wing, east side, extending about ten feet into the draw channel. Since this broken piling was fouling river traffic, it was necessary to make repairs as quickly as possible.

Carrier assigned a Bridge Carpenter Foreman and certain B&B employees, all of whom hold seniority in the district in which the accident occurred, to make the necessary repairs. Because the New York and Long Branch Railroad did not own a pile driver which was necessary for the repair work, Carrier sent a lighter to the scene from the Central Division, together with a Pile Driver Engineer, Bridge Carpenter Foreman of the lighter and two Bridge Carpenters--all of whom hold seniority on that Division. In addition to operating the pile driver and lighter, employees from the Central Division supplied material to the New York and Long Branch B&B employees who were working on the bridge.

The evidence discloses that the employees who were entitled to perform work on the bridge did in fact perform it. The work performed by the Foreman and Carpenters from the Central Division, which is the only activity that is protested in this claim, did not deprive the Claimants of any work to which they were entitled under the Agreement.

A W A R D

Claim denied.

(s) Lloyd H. Bailer

Lloyd H. Bailer, Neutral Member

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) C. S. Strang

C. S. Strang, Carrier Member