

SPECIAL BOARD OF ADJUSTMENT NO. 293

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

STATEMENT OF CLAIM:

1. Claim that the carrier violated the effective agreement when on October 11, 1960, it assigned or otherwise permitted a Motive Power Department employee to make repairs to the Gradall machine at Port Reading, N. J.
2. That Edward Demba, who holds seniority as a Repairman on the Central Division now be reimbursed the equivalent number of hours spent by the Motive Power Department employee in performing this work on October 11, 1960.

OPINION OF BOARD:

On October 11, 1960, the Operator of the Carrier's Gradall machine, then located at Port Reading, notified the Foreman in the Work Equipment Shop by telephone that the machine's boom had become inoperative and that prompt repair was necessary so that the Gradall could be moved to another location that day. The operator advised that he had lost the locking rings holding the boom in place and that he did not have the necessary tools. The absence of these locking rings prevented retraction of the boom so that it could be put in traveling position. Upon receiving this advice, the Shop Foreman assigned a Machinist (a Motive Power Department employee) to go to a local store to purchase two locking rings and to go to Port Reading to make the necessary repair.

The contention in the subject claim is that Edward Demba, who holds seniority as a M of W Repairman on the Central Division, should have been used to perform the repair work in question. It is Repairman Demba's regular assignment to perform repair work on the Carrier's various work equipment on the line of the road. At the time that the above-described repair work was needed on the Gradall machine, however, Claimant Demba was at Bridgeton making repairs on a Payloader and motor car, among other duties. Bridgeton is approximately 115 miles south of Port Reading, where the disabled Grandall was located. The Machinist was sent from Elizabethport, which is approximately 7 miles north of Port Reading.

The repair work which arose on the Gradall machine on the instant occasion is work which is covered by the M of W Agreement. As a general proposition, therefore, Claimant Demba should have been used for his work. Since he was fully engaged on another repair job at a distant location at the time involved, and since it was necessary to repair the Gradall machine promptly so that it could be moved to another location the same day, it obviously was not practicable to assign Repairman Demba to the disputed task. In view of these circumstances, Part 1 of the claim will be sustained but Part 2 will be denied.

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A W A R D: Part 1 of the claim is sustained. Part 2 of the claim is denied.

/sd/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

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

/sd/ C. S. Strang
C. S. Strang, Carrier Member

Jersey City, N. J.
October 13, 1964.