

SPECIAL BOARD OF ADJUSTMENT NO. 293

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

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement when on April 26, 27, and 28, 1961, they assigned a Grinder and Grinder Helper and Truck Driver to perform Trackmen's duties at Glendon Crossing, Freemansburg Crossing and East Allentown Crossing.
2. The 3 senior furloughed Track Laborers maintaining seniority on the Pennsylvania Division, now be reimbursed the equivalent amount of hours consumed by the Grinder, Grinder Helper and Truck Driver in performing this work on April 26, 27, and 28, 1961.

OPINION OF BOARD:

During the three days specified in the claim the Carrier utilized the services of a Grinder, a Grinder Helper and a Truck Driver to pave crossings at Freemansburg and East Allentown. This is work normally performed by Track Laborers. The subject Grinder, Grinder Helper and Truck Driver were placed on this paving work because at the time in question there was no work in their class to be performed.

Grinder and Grinder Helper are in the Welder-Grinder sub-department; Truck Drivers are in Group 2 of the Machine Operators sub-department; and there is a separate seniority roster for each of these sub-departments--both of which are in the Track Department. Track Laborers also are in the Track Department but they are on a seniority roster for Laborers. Employees normally reach the Welder-Grinder and Machine Operator sub-departments by promotion from the Track Laborer group. The Agreement provides that employees promoted to these sub-departments may retain and accumulate their seniority as Trackmen, and may only exercise such Trackmen's seniority in the event of force reduction, change of headquarters or displacement. It has been a practice of the Carrier to utilize the services of employees in the Welder-Grinder or Machine Operator sub-department to perform the work of Track Laborers for brief periods of not more than three (3) days and without reduction in rate, when there is no work in their own class to do or when machines become inoperative. (See, e.g., Award 19 of this Board). This procedure is beneficial to the employees as a whole, because otherwise in many such instances the Carrier would be entitled to reduce the force in the higher class and permit the reduced employees to exercise displacement rights in the Trackmen Group.

AWARD NO. 40  
CASE NO. MW 328

- 2 -

This subject procedure does not violate the intent of the Agreement when applied for the brief periods stated above, for the utilization of the services of these referred-to employees and when not detrimental to the work opportunities of those employees then in Carrier's service in the Trackmen's class in the involved section.

Under the circumstances cited herein, and in view of the fact that the subject Grinder, Grinder Helper and Truck Driver had previously acquired seniority rights as Trackmen, the claim will be denied.

AWARD: 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

Jersey City, N. J.  
September 13, 1966