

AWARD NO. 6  
CASE NO. MW-175

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 Agreement by failing to assign a B&B painter to the work of painting the interior of the Lumber Yard Office at Elizabethport, New Jersey, on March 15 and 16, 1958.
- (2) The B&B painter who would have been assigned to this work be now paid an equivalent number of hours at his pro rata rate of pay as was worked by the outside party in the performance of the work referred to in Part (1) of this claim.

OPINION OF BOARD:

At the time that General Foreman Dunn performed the work complained of in this case, the Lumber Yard Office at Elizabethport was scheduled to be abandoned by the Carrier. It is clear that the General Foreman painted the interior of the office upon his own initiative and without prior knowledge by the Carrier. It also is evident that since this facility was scheduled to be vacated, the Carrier had no intention of painting the interior of the office.

In view of the circumstances outlined above, we do not think the Carrier should be held liable for the action complained of.

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

Jersey City, N. J.  
November 30, 1959