

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

READING COMPANY

Award No. 14

Case No. 14

STATEMENT OF CLAIM:

Claim is presented that the Carrier violated the agreement when during the months of December 1958 and January 1959 it assigned the work of renovating, improving and adding a new building to the Westbound Waiting Room at Glenside, Pa., to employees who hold no seniority under our agreement.

That Carpenters, Painters and Plumber, Foreman, Carpenters, Painters and Plumbers and their helpers be paid the equivalent number of hours spent by the outside parties in performing this work.

OPINION OF BOARD:

On December 9, 1958, the Carrier leased to the Suburban Radio Cab Company part of its Glenside station property on the westbound side of the station. A waiting room for use of Carrier patrons was located on the leased portion. The lessee thereafter enlarged and altered the existing waiting room to provide necessary office, dispatching and waiting room facilities for its taxicab operation; this being done at its own expense subject to Carrier approval of plans and specifications. The lease arrangement reserved to the lessor and its patrons the right and privilege of using in common with the lessee and the latter's patrons the waiting room thus provided. Claim was thereafter filed by the subject Organization that the Carrier violated the controlling Agreement by contracting out work within the scope thereof.

On the basis of the evidence adduced, we conclude that since the waiting room continues to be used as a facility for the Carrier's patrons, employees in the B and B forces covered by the subject Agreement were entitled to perform such portion of the renovation work on the waiting room as is normally done by the Carrier at its commuter passenger stations. The parties are directed to confer for the purpose of determining the portion of the subject renovation work which customarily would be performed by Carrier's B and B forces and which therefore would properly accrue to the complaining employees. The parties are further directed to arrange for the resulting compensation due.

AWARD:

Claim sustained to the extent indicated above.

(s) Lloyd H. Bailer

Lloyd H. Bailer, Chairman

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) H. F. Wyatt, Jr.

H. F. Wyatt, Jr., Carrier Member

October 19, 1959.