

SPECIAL BOARD OF ADJUSTMENT NO. 235

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

READING COMPANY

Award No. 33

Case No. 33

STATEMENT OF CLAIM:

1. The Carrier violated the effective agreement during the period May 23 through June 2, 1960, by assigning Masons to break up and remove old concrete from the grade crossing at Bridge Street, Phoenixville, Pennsylvania.
2. Foreman P. Conover and Laborers S. Chapman, J. Sneed and W. Robertson now be paid a number of hours equivalent to those spent by the Masons in performing this work.

OPINION OF BOARD:

It would not be improper to assign masons to perform laboring work that is incidental to their craft. The record discloses, however, that during the period covered by the claim the masons were used to break concrete, using air hammers, as part of the work which was incidental to the task of the track gang in renewing rails and ties. The masons performed the disputed concrete breaking work only part of each day (from about 8:30 a.m. until 12:50 p.m.) and the track laborers performed the same work both before and after the daily arrival and departure of the masons. It is clear that the work in dispute was not incidental to the work of the masons' craft.

The claim will be sustained for the three named laborer claimants. The claim will be denied with respect to Foreman P. Conover. His crew was simply augmented by the masons on the dates in question and this fact does not justify additional compensation for him.

AWARD:

Claim sustained in part and denied in part as stated in the above Opinion of Board.

(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

Philadelphia, Pa.,  
January 29, 1963.