

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 by assigning an employe of the United Excavating Company of Linden, New Jersey, to perform bulldozing work in connection with the preparation of a sub-grade for a new siding to the Continental Can Company on the Reformatory Branch of the Central Division during the period of May 1 to May 12, 1959.
- (2) That the senior rostered machine operator working in a lower rank or furloughed at the time this claim arose be now compensated at his respective straight time hourly rate for the number of hours equal to those consumed by the contractor's employe in the performance of this work.

OPINION OF BOARD:

On or about May 1, 1959 the Carrier began construction of a new siding serving the Continental Can Company at Carteret, N. J. The necessary preparation of a sub-grade for the new track required the use of a bulldozer but the Carrier's bulldozer was in the shop in an irreparable condition. The Carrier had a new bulldozer on order but this machine was not scheduled to arrive in sufficient time to enable the Carrier to meet the June 1, 1959 deadline imposed by Continental Can's general contractor for completion of the siding. The Carrier contacted several local firms for the purpose of renting a bulldozer to be operated by one of its operators. All of these firms refused to rent a bulldozer on a short-term basis, however, unless one of their own employes operated the equipment. A bulldozer operated by an employe of the renting firm was therefore used to perform the subject grading work. Hence the present claim.

We conclude that the work in question is covered by the subject agreement. We also note that it is work, rather than equipment, over which the contract between the parties holds jurisdiction. Because of certain unusual circumstances surrounding this case, however, we conclude that the requested compensation is not warranted.

A W A R D

Part (1) of the claim sustained. Part (2) of the claim denied.

(s) Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

(s) A. J. Cunningham
A. J. Cunningham, Employe Member

(s) C. S. Strang
C. S. Strang, Carrier Member

Jersey City, N. J. January 25, 1962