

SPECIAL BOARD OF ADJUSTMENT NO. 293

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

STATEMENT OF CLAIM:

That the Carrier violated the effective agreement when on October 18 and 24, 1960, and November 2 and 9, 1960, they assigned Masons and House Carpenters to perform Iron Workers duties in connection with the erection of the Springmeier Platform, located at Jersey City, N. J.

That a senior Iron Worker Foreman maintaining seniority on the Central Division and all Iron Workers maintaining seniority on the Central Division, now be paid at their respective punitive rates of pay, for the equivalent amount of hours consumed by the Masons and House Carpenters to perform this work on October 18 and 24, and November 2 and 9, 1960.

OPINION OF BOARD:

At the time that the present dispute arose, the Carrier was constructing a Springmeier Platform at Jersey City. Carpenters, masons, ironworkers and other employees of the Carrier performed work accruing to their crafts in connection with this construction job. An outside supplier delivered steel reinforcing rods to the Jersey City Terminal area and, on the dates specified in the claim, carpenters and masons assigned to this construction project distributed these rods to the project location. The transporting of material was performed during overtime hours after the regular tour of duty on the subject dates, and on each following day the rods were installed by ironworkers.

The claim is that the ironworkers were entitled to perform this material distribution because it was an integral part of the project work done by ironworkers and belonging to their craft. The Carrier contends that the transporting of the steel reinforcing rods was simply handled by the forces that were available. Management maintains that various categories of employees have performed such deliveries in the past without any noted violation of the Agreement, and that no craft or class has exclusive jurisdiction over this work.

The evidence does not show that the grieving ironworkers who installed the rods were any less available to transport them to the work site during overtime hours than were the carpenters and masons who performed this delivery on overtime. Furthermore, it is apparant that these rods were transported to the work site for immediate use by the ironworkers, since said rods were installed on the days immediately following the dates of delivery.

Under these circumstances it must be held that the ironworkers were deprived of work which accrued to their craft. The claim will be sustained.

A W A R D: Claim sustained.

/sd/ Lloyd H. Bailer  
Lloyd H. Bailer, Neutral Member

/sd/ A. J. Cunningham  
A. J. Cunningham, Employee Member

/sd/ C. S. Strang  
C. S. Strang, Carrier Member

Jersey City, N. J., October 13, 1964.