AWARD NO. 32
CASE NO. MW 314

SPECIAL BOARD OF ADJUSTMENT NO. 293

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

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement on January 31, 1961, by assigning or otherwise permitting an employe holding no seniority under the Maintenance of Way Agreement to make repairs on a Maintenance of Way truck at Newark, N. J.

2. Maintenance of Way Repairman Edward Demba be compensated at his pro rata rate for a number of hours equivalent to the number consumed by the Motor Power Department employe in performing this work on January 31, 1961.

OPINION OF BOARD:

On January 31, 1961, Claimant Demba, holding seniority as a Repairman on the Central Division, was dispatched to Red Bank, N.J. -- approximately 27 miles from his home station at Elizabethport -- to make repairs to a compressor being used in the Red Bank area. The claimant arrived at Red Bank at 9:00 A.M. While he was enroute to that location the Automotive Shop Foreman received a call from the Section Foreman at Newark to the effect that the truck assigned to the Newark gang would not start. The Automotive Shop Foreman thereupon sent a Motive Power Department employe to make the necessary repairs to the truck, which was located approximately 3-1/2 miles from the Elizabethport Shop where the subject Motive Power Department employe was regularly assigned.

The truck repair work in question is covered by the M of W Agreement, whereas the subject Motive Power Department employe is covered by a different agreement. Claimant Demba lost no pay by virtue of the Carrier's use of a Motive Power Department employe to perform the subject work, however. Moreover, it was necessary to make immediate repairs to the disabled truck so that the work of the Newark area gang would not be impeded. Thus it was not practical to defer the truck repair until Demba could be contacted and could travel to the scene.

While a violation of the scope of the M of W agreement was committed by the Carrier, we do not think that the requested pay should be awarded under the confronting circumstances.

A W A R D: Part 1 of the claim is sustained. Part 2 of the claim is denied.

/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.