

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 when on or about October 15, 1960 and subsequent dates thereafter, it assigned or otherwise permitted persons other than employees covered by the Scope of our Agreement, to make certain repairs to the Port Monmouth Passenger Station, N. J.
2. All House Carpenters and Painters maintaining seniority on the Southern Division and the senior Plumber maintaining seniority on the New York and Long Branch (NY&LB) Division, be now compensated at their respective pro rata rates of pay for an amount of hours equal to the number of hours consumed by the outside parties who performed this referred-to work, starting on or about October 15, 1960 and continuing.

OPINION OF BOARD:

The contention in this claim is that Carrier violated the Agreement by assigning or otherwise permitting members of a Commuters' Association in the area of Port Monmouth, N. J., to make repairs to the Port Monmouth Passenger Station. The work involved consisted of repainting the outside of the building, repairing all shingles, doors and windows, and also making repairs to the plumbing in the building.

The record discloses that the subject passenger station was abandoned by the Carrier and subsequently ownership of said building was acquired by the Township of Middletown through purchase. The disputed work was performed on the structure after it became the property of the Township. Thus it is apparent that this case differs from the facts involved in Award No. 14 of Special Board No. 285, and also differs from the circumstances involved in Award Nos. 56 and 58 of Special Board of Adjustment No. 488--these three awards having been cited in behalf of the Organization.

The Port Monmouth Passenger Station building and land having been abandoned by the Carrier and subsequently having been purchased by the Township prior to the performance of the work here in dispute, we must conclude that no violation of the labor agreement occurred. A denial award is warranted.

AWARD: Claim denied.

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

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

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

Jersey City, N. J.
May 31, 1966