

The Second Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

Parties to Dispute: { International Association of Machinists and  
{ Aerospace Workers  
{  
{ The Baltimore and Ohio Railroad Company

Dispute: Claim of Employes:

1. That under the controlling agreement, the Baltimore and Ohio Railroad Company damaged Machinists C. L. Cuddy, T. J. Carroll and C. Beaty, of Mt. Clare Shops, Baltimore, Maryland, when they assigned three (3) junior Machinists in seniority from said shop to work at Riverside Shops, Baltimore, Maryland.
2. That accordingly the Carrier be ordered to compensate Claimants for eight (8) hours pay at pro rata rate for each working day (including holiday) from December 18, to 31, 1972.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

It is Petitioner's position that Carrier should have assigned Claimants instead of three other machinists to fill vacation tours at Riverside Shops. All of the six machinists involved had been furloughed and held seniority at the Mt. Clare Shops which are located at a different seniority point about three miles away from the Riverside Shops. That the three machinists who had been assigned to the disputed positions were junior to Claimants in seniority is undisputed. Each of the Claimants had duly fixed a "Form 246" confirming his willingness to accept work at any point on Carrier's railroad.

It is clear from an examination of the Agreement, particularly Rule 26 thereof, that furloughed employees are to be "given employment at other points in accordance with their seniority at home points". While the agreement also prescribes that furloughed employees "will be selected jointly by Local Management and Local Committee from the nearest point, in accordance with their seniority at home point", there is no evidence to support Carrier's assertions that it attempted to discuss the matter with the Local Committee and that the latter refused to cooperate in filling the vacancies. Nor is there adequate proof that Claimants were not qualified to perform the work in question.

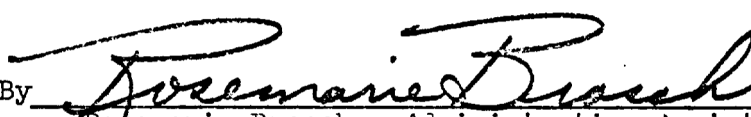
The claim will be sustained.

A W A R D

Claim is sustained at the pro rata rate for each working day, including any holiday, from December 18 to 31, 1972.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 30th day of May, 1975.