

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(The Baltimore and Ohio Railroad Company

Dispute: Claim of Employees:

1. That the Baltimore and Ohio Railroad Company violated the controlling Agreement, when they allowed Carmen from another Seniority Point, to infringe upon Claimant P. DeSarro seniority, whereas Carrier allowed Carmen from Seniority Point 3, Newark, Ohio, to perform carmen's work at Seniority Point 2, Zanesville, Ohio, commencing on the date of October 7, 1983, and continuing while Carmen DeSarro, the only carman possessing Seniority at Zanesville, Ohio, Point 2, remained in furloughed status, in direct and total violation of Rule 28 of the controlling Agreement.

2. That accordingly, Carrier be ordered to compensate Claimant DeSarro for all losses incurred as a result of such violation; claiming all time lost by Claimant as a result of such infringement upon his seniority rights, from the date of October 7, 1983, and inclusive of each and every day henceforth, whereas Carrier allowed others not contractually entitled to do so, to perform Claimants contractually provided for work at Zanesville, Ohio, Seniority Point 2, in violation of Rule 28 of the controlling Agreement; Claiming eight (8) hours pay at the straight-time rate for the date of October 7, 1983, and each subsequent date such violation continues.

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 employes 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.

The significant events leading to this Claim arose on December 26, 1982. On that date, the Carrier abolished the Claimant's position at Zanesville, Ohio, for the stated reason that there was insufficient work to justify its retention.

On October 7, 1983, a Carman from Newark, Ohio, was sent to Zanesville to make repairs on a locomotive and certain railroad cars. The repairs consumed about two hours of the Carman's time.

The essence of the Organization's contention in this Claim is that the work performed at Zanesville on October 7, 1983, belonged to the Claimant. This assertion is based on the Organization's construction of Rule 28 of the Shop Craft Agreement and because the Claimant held point seniority at Zanesville. Therefore, in its simplest terms, the Organization maintains that the Carman from Newark, Ohio, a separate and different seniority point, could not properly be assigned to the claimed work because, under Rule 28 of the Agreement, that work accrued exclusively to the Claimant.

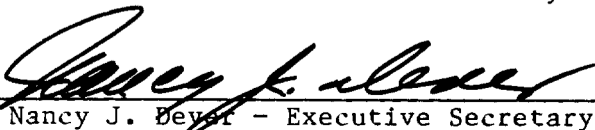
The relevant portion of Rule 28, controlling here states that "seniority of employes in each craft covered by this Agreement shall be confined to the point employed in each of the following departments except as provided in special rules of each craft." While there were numerous contentions concerning the amount of activity at the Zanesville facility, the record shows that there was no Carman assigned at Zanesville. Moreover, it was unrebutted that the work at issue in this Claim took approximately two hours. We find no language in the controlling Rule to require the Carrier to recall the Claimant to do the claimed work under the facts and circumstances presented in the record.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 26th day of August 1987.