

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

(International Association of Machinists and
(Aerospace Workers
Parties to Dispute: (
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

That the Seaboard Coast Line Railroad Company violated the controlling Agreement, particularly Rules 51 and 26 (a) on August 27, 1981 when two Carmen were dispatched from Winston Shop to Mulberry Yard and assigned to perform Machinist work including the application of two brake shoes on Unit No. 1853.

That accordingly, Machinists F. Johnson and R. Leavens who were available and employed at Winston Shop be paid four (4) hours each at the overtime rate.

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.

This dispute is in behalf of two Machinists, F. Johnson and R. Leavens, who are employed at the Carrier's Winston Shop. On August 27, 1981, two Carmen assigned to an over-the-road truck (Grace Truck) installed two brake shoes to a locomotive at the Mulberry Yard. The Organization argues the application of brake shoes is recognized as Machinist work.

The Carrier views the dispute to be whether or not there is an existing Agreement Rule which requires it to send a Machinist(s) to an outlying point where Carmen are employed to perform minor maintenance to a locomotive. It points out that Carmen have historically performed such work at Mulberry, Florida, in accordance with Rule 26(a). The Carrier states no Machinists are employed at Mulberry, and, as stipulated in Rule 26(a), the Carmen Mechanics at Mulberry may perform the work of any Craft. Rule 26(a) reads:

"At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed."

The record discloses the Carmen acknowledge the work in question herein has been contracted to the Machinists under Rule 51 of the controlling Agreement. The Carmen, however, argue that Mulberry is not an outlying point for Carmen.

Apparently, on or about August 16, 1981, the Carmen Seniority Rosters for Lakeland, Winston and Mulberry were consolidated into one Roster maintained at Winston, Florida. Notwithstanding the fact the Carmen were no longer physically and regularly reporting to work at Mulberry, the Carrier argues the seniority merger did not diminish the seniority rights of Carmen who are regularly assigned to protect this work at Mulberry.

For fifteen years or more, Carmen assigned to Mulberry made repairs to locomotives. There is no question that, under the provisions of Rule 26(a), this assignment of work was proper while a Carman was employed at Mulberry. When, however, the Carrier and the Carmen chose to remove the Carmen from Mulberry and headquarter them at Winston, this Board finds no basis to conclude a Carman, by reason of a consolidating Seniority Roster, is, in fact, "employed at such point."

We find the language of Rule 26(a) to be clear and unambiguous. The use of the phrase "employed at such point" is specific and limiting. The Carmen in question have an employment point of Winston with a consolidated Seniority Roster. The work of each respective Craft is determined by the pertinent Classification of Work Rules set forth in the controlling Agreements. Rule 26(a) is an exception to such rules and, under quite specific terms, sets forth the conditions of exception. Based on the facts as presented, there is no substantive evidence to establish Carmen were employed at Mulberry. Accordingly, this Board will allow the claim at the pro rata rate.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: 
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 18th day of September 1985.