

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Maine Central Railroad Company
(Portland Terminal Company

Dispute: Claim of Employees:

1. That the Maine Central Railroad Company (hereinafter referred to as the Carrier) violated the provisions of the current Agreement; specifically Rules 26 A, Paragraph (a), Rule 28, Paragraph (c), and letter of Agreement dated August 6, 1980, on July 26, 1983, when Carrier improperly assigned a carman from another seniority point to perform carmen's work at Riley's (sic), Maine.

2. That accordingly, The Carrier be ordered to compensate Carman R. M. Hodgkins (hereinafter referred to as the Claimant) eight (8) hours at the Carmen's pro rata rate and five (5) hours and thirty (.30) minutes at the carmen's time and one-half rate of pay on account of violation.

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 employees 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 Claimant, R. M. Hodgkins, was a furloughed Carman holding seniority at Rumford Yard. On July 26, 1983, rerailing work was performed at Rileys, Maine, by the regular Rumford Carman assisted by a Carman from Lewiston, Maine, which is a different seniority point. The work performed at Rileys is within the furloughed Claimant's seniority point at Rumford.

The Organization contends this action by the Carrier violated Rules 26A(a) and 28(c) of the controlling Agreement. Rule 26A(a) provides:

"Seniority of employes in the Mechanical Department, in each craft or sub-division, shall be confined to the point employed. (see Note No. 1).

Note No. 1 - In so far as Carmen's Craft
concerned -

Bangor and Bucksport - one seniority point.
Rumford and Livermore Falls - one seniority
point.

Rule 28(c) reads in pertinent part:

"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 Organization contends the Claimant was available and qualified to
perform the work in question. In essence, the Organization argues the above
Agreement Rules contractually reserve the work performed to employees holding
seniority at that point. The Claimant, therefore, should have been assigned
to work as a furloughed employee holding seniority at Rumford.

In on-the-property handling, this Board notes that in denying the
Claim, the Carrier asserted that past practice has been that a furloughed
employee is not called for less than a five (5) day vacancy. This assertion
was not rebutted by the Organization. We also find Rule 25(a) of the Agree-
ment provides in part that:

"The Carrier shall have the right to use fur-
loughed employees to perform relief work on
regular positions during absence of regular
occupants...."

The final sentence of Rule 25(a) states:

"It is also understood that the Carrier retains
the right to use the regular employee under
pertinent rules of the Agreement rather than
call a furloughed employee."

Given the above rules and the fact the work performed was incidental
to the regular Carmen's duties, the Board finds there is no contractual basis
requiring furloughed employees to perform temporary extra work. Also see
Awards 10794 through 10800 which deal with the same issue and involve the same
parties.

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Award No. 11258
Docket No. 10799
2-MC-CM-'87

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest.


Nancy D. Gever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of May 1987.