

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), 28, Paragraph (c) and letter of Agreement dated August 6, 1980, on January 4, 5, 19, and February 7, 1983, by assigning Carman P. P. Perry, rostered at Lewiston, Maine to perform carmen's work at Rumford, Riley's (sic) and Livermore Falls, Maine.

2. That accordingly, the Carrier be ordered to compensate Carman R. M. Hodgkins (hereinafter referred to as the Claimant) on the following dates on account of violation:

- a. January 4, 1983 - 8 hours @ pro rata rate of pay
- b. January 5, 1983 - 8 hours @ pro rata rate of pay
- c. January 19, 1983 - 8 hours @ pro rata rate of pay
- d. January 28, 1983 - 4 hours @ pro rata rate of pay
- e. February 7, 1983 - 8 hours @ pro rata rate of pay

FINDINGS:

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

The carrier or carriers and the employee or employees 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 each of the five days involved in this case, the regularly assigned Carman was on duty. He was either unable to make the repairs involved or required assistance from a regular Carman assigned to the Lewiston seniority area to assist him or perform the work.

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 employees 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 Agreement provides in part that:

"The Carrier shall have the right to use furloughed 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."

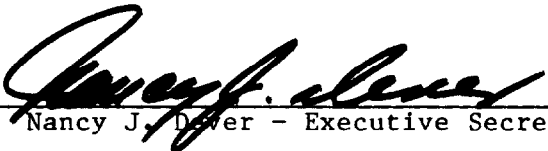
Given the above rules and the fact the work performed was incidental to the regular Carmen's duties, the Board finds there is no contractual basis requiring furloughed employees to perform temporary extra work. Also see Awards 10794 through 10800 which deal with the same issue and involve the same parties.

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 13th day of May 1987.