

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 contractual rights of Claimant when on the date of June 9, 1983, Carrier allowed two (2) carmen out of Cumberland, Maryland, Seniority point 16, to be sent to M&K Junction, Rowlesburg, WV, Seniority Point 21, to perform carmens work, while Claimant H. G. Ely, the only carman holding seniority at M & K Junction, Point 21, was not called to perform such work; Claimant Ely was available for call to perform the work in question, not called, left to remain in furloughed status, while others, Carmen from another seniority point were allowed to infringe upon his seniority rights, in total and complete violation of Rule 28 of the controlling Agreement.

2. That Carrier be ordered to compensate Claimant, Carman H. G. Ely, M&K Junction, for all time lost as a result of the above referred to violation as per requested, five hours pay, at the Carmen's straight time 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 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's position at M & K Junction, Rowlesburg, West Virginia was abolished on November 21, 1982, following the Carrier's determination that there was insufficient work to justify retention of the position at that location.

On June 9, 1983, two Carmen from Cumberland, Maryland, (who had seniority at that point) were sent to M & K Junction (a different seniority point) to make temporary repairs to the wheels of a diesel locomotive.

The essence of the Claim here is the Organization's assertion that, pursuant to Rule 28 of the Controlling Agreement, the work performed on June 9, 1983, accrued to the Claimant, by virtue of his seniority at M & K Junction.

The Board has carefully considered the Submission of the Organization and the forceful, well-stated arguments by the Organization on behalf of the Claimant. Certainly, we are aware of the importance of point seniority rights and the Organization's deep concern that this Board not condone any attempt to circumvent the Rules pertaining to the recall of furloughed employees. However, given the facts of this particular case, we find no evidence that the Carrier is attempting to circumvent the concept of point seniority.

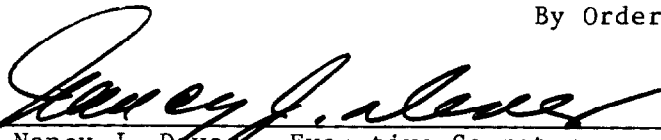
From the evidence properly before us, we conclude that the work at issue was of short duration (some two hours and thirty minutes) and of a temporary nature. We do not construe the cited contractual provisions relied upon by the Organization on the property to require the Carrier to recall the Claimant from furlough to perform temporary work of the nature described here.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deves - Executive Secretary

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