

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31206
Docket No. MW-31499
95-3-93-3-475

The Third Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(CSX Transportation, Inc. (former
(Western Maryland Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier abolished the trackman's position at Cheat Bridge and thereafter assigned a foreman and chauffeur to perform trackman's work (placing ties, surfacing track, replacing bars, bolts, etc.) beginning May 6, 1991 [Carrier's File 12(91-1232) WMR].
- (2) As a consequence of the violation referred to in Part (1) above, furloughed Trackman C.T. Bosley shall be allowed pay for all hours worked at his respective straight time and time and one-half rates of pay, beginning May 6, 1991 and continuing, and he shall receive credit for vacation and other benefits in connection therewith."

FINDINGS:

The Third 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 employee 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.

Prior to May 6, 1991, the gang consisted of a Foreman, a Chauffeur and a Trackman.

A force reduction was deemed necessary and the Carrier abolished the position held by the youngest in seniority as between the Trackman and the Chauffeur. As a result, the gang was continued with just the Foreman and the Chauffeur, with both doing track work.

The argument is that track work is to be done only by Trackmen, that Carrier abolished the Trackman's position and temporarily assigned the work to a Chauffeur.

The Carrier, on the other hand, says it was complying with Rule 3(f) which reads, in pertinent part, as follows:

"Gangs will not be laid off for short periods but in lieu thereof, junior men will be laid off ***" (underscoring added).

The aforequoted Rule is general in nature. It does not require the furloughing of the junior employee in the same category, it simply obligates the Carrier to lay off junior men. There is no quarrel concerning the seniority ranking of the employee who was laid off, nor is it spelled out in the Agreement that only Trackmen can perform Trackman duties. Significantly, it is further noted that with only two employees working the gang, the Foreman has also done track work, but the claim before the Board is based solely upon the allegation that the Agreement was violated when the Chauffeur performed track work.

From this view point, it is this Board's observation that the Agreement was not violated. See Third Division Award 31188.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

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By Order of Third Division

Dated at Chicago, Illinois, this 1st day of November 1995.