

Award No. 2

Case No. 3

Public Law Board No. 2630

PARTIES
TO
DISPUTE:

Brotherhood of Maintenance of Way Employees
and
Baltimore and Ohio Railroad Company

STATEMENT
OF
CLAIM:

1. Carrier violated the Agreement of October 1, 1968 when it furloughed Claimant K.E.Hiley and permitted Foreman J. O. Hilkey to perform mechanic's work.
2. Claim for March 1, 1977 at the mechanic's rate and for each and every day Foreman J. O. Hilkey performs mechanic's work is a valid claim.

FINDINGS:


Claimant and other Force 1548 employees were furloughed on February 11, 1977. Several weeks later on March 1, Foreman Hilkey and Mr. Nazelrod were returned to duty at the same work site. Claimant, junior to them in seniority, remained

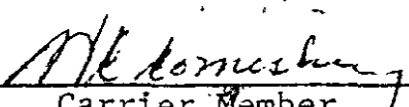
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on furlough until the following month, April 4.

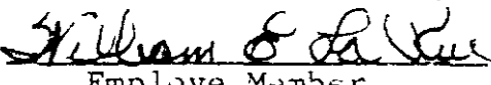
In support of the claim that the foreman should not have been used to perform mechanic's work while claimant was on furlough, Petitioner emphasizes Rule 1(a)'s definition of a foreman as "an employe directing work and reporting to a supervisory official of the railroad." However, no rule or evidence to which we have been referred indicates that a foreman is barred from handling mechanic's work in addition to his responsibilities to direct work and prepare reports and time sheets. There is indeed uncontroverted evidence in the record that the practice has been to the contrary on this property.

AWARD: Claim denied.

Adopted at Baltimore, Maryland, *October 22*, 1980.


Harold M. Weston, Chairman


Carrier Member


Employee Member

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