

PUBLIC LAW BOARD NO. 4306

Parties
to the
Dispute

BANGOR AND AROOSTOCK RAILROAD COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Case No. 4
Award No. 4

STATEMENT OF CLAIM

Time claim on behalf of Paul Michaud for 296 straight time hours at the Trackman/Truckdriver rate for work performed by Rene Corbin.

OPINION OF THE BOARD

From January 2, 1985 through February 26, 1985, Carrier assigned a Foreman as a Truck Driver in the Fort Kent section. It did not assign the Trackman on the crew because he was not a qualified Trackman/Truck Driver. The Foreman assigned to drive the truck was one of two Foremen in the crew.

The Organization progressed a claim on behalf of Paul Michaud, a furloughed Trackman/Truck Driver, who contended that he should have been allowed to take the job of Trackman/Truck Driver in the Fort Kent

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crew and the unqualified Trackman, regardless of his seniority, should have been furloughed. Facts reveal that Claimant was junior to the non-qualified Trackman in the Fort Kent crew.

The Organization bases its claim on the language of Memorandum of Agreement No. 8, which reads as follows:

1. It is hereby agreed that in each of the so-called 'Mobile Section Crews' a differential of ten cents (10¢) per hour applied to the Trackman's rate of pay will be paid to one Trackman member of the crew designated and assigned as Trackman-Truck Driver. Such assignment will be offered to the members of the crew, qualified to operate the trucks, in their seniority order as Trackman.

2. This agreement shall not prevent either of the Foremen in these 'Mobile Crews' from driving the trucks when conditions require it. If services are required in overtime hours and the Foremen need assistance, Trackmen including Trackman-Truck Driver, shall be called in their seniority order, except when a truck is needed to transport the crew, then the Trackman-Truck Driver shall be called to drive the truck.

Specifically, the Organization contends that each crew must have a qualified Trackman/Truck Driver and that the words and intent of Agreement No. 8 so state.

Carrier, on the other hand, contends that a Foreman is authorized by paragraph two of the Agreement to drive a truck when conditions require. Not having a qualified Trackman/Truck Driver in the crew constitutes conditions under which a Foreman can drive.

This Board has carefully reviewed the facts of this case and we are forced to conclude that Carrier should have assigned a qualified

Trackman/Truck Driver to the Fort Kent Crew and not assigned truck driving duties on a regular basis to the second Foreman. This Board interprets paragraph two of Agreement No. 8 to mean that Foremen can certainly drive trucks as needed on the job and the Trackman/Truck Driver does not have to be taken off the track and assigned to the truck every time it is moved. We do not, however, interpret paragraph two to mean that the second foreman can be assigned as a Truck Driver on a regular basis on the crew in place of a Trackman/Truck Driver.

A review of the record also reveals that Carrier in the past has used junior qualified Trackman/Truck Drivers in place of more senior nonqualified Trackmen. That is what the Union sought in this instance. We are in support of the Organization in this claim.

AWARD

The claim is sustained for
296 hours at pro rata rate.

R. E. Dennis
R. E. Dennis, Neutral Member

W. E. LaRue
W. E. LaRue, Employee Member

D. R. Jewell
D. R. Jewell, Carrier Member

May 31, 1988
Date of Adoption