

SPECIAL BOARD OF ADJUSTMENT NO. 488

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and

THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 53

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

(1) The Carrier violated the effective Agreement on August 6 and 7, 1962, by assigning a Class A Work Equipment Operator to the work of a Trackman in Extra Gang No. 32221, Ohio-Newark Division, while furloughed Extra Gang Trackman Mr. C. A. Haren was available for service.

(a) Trackman C. A. Haren be now compensated for two days' pay at his respective Trackman's rate."

FINDINGS: The issue involved here is the right of the Carrier to assign the work in question. The rate of pay is not involved; hence, Carrier's reliance on the composite service rule is not availing.

The composite service rule provides the manner in which a Carrier is required to compensate a man who is required to work at more than one class of work. However, the Carrier is still required to respect the seniority rules of the agreement in assigning men to work. The composite service rule is a wage rate protection for the higher-rated employe and a guarantee to the lower-rated employe that he will receive the rate applicable to the character of work preponderating for his work day.

In the case before us Carrier concedes its Ballast Machine was idled for two days due to ballast being unloaded by Extra Gang No. 32221. Carrier assigned the Ballast Machine Operator to assist in the unloading of the ballast for the two days in question.

This was trackman's work, and on the dates in question, Claimant Trackman, who had been furloughed from Extra Gang 32221 a week before, was available and should have been called.

AWARD: Claim sustained.

/s/ Edward A. Lynch
Edward A. Lynch, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employe Member

/s/ W. B. Kohler - Dissent
W. B. Kohler, Carrier Member

Dated at Baltimore, Maryland,
this 29th day of June, 1965.