

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Southern Railway Company

Dispute: Claim of Employees:

1. That Carman R. P. Dosch was removed from his bulletined assignment in the Inspection pit, his assignment blanked, and forced to fill temporary vacancy due to Carman C. M. Marshall off sick on June 21, 1978. Carman J. E. Delius was qualified and available to work Carman Marshall's vacancy by virtue of his standing on the Carmen's overtime board.
2. That accordingly the Carrier be ordered to compensate Carman J. F. Delius eight (8) hours at the rate of time and one-half for violation of the March 1, 1975, Agreement.

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 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 were given due notice of hearing thereon.

At the Carrier's DeButts Yard, Chattanooga, Tennessee, a Carmen Inspector, normally assigned to the north end of the yard, reported off sick on June 21, 1978. Carrier's supervisor directed a Carman Inspector, regularly assigned to the inspection "pit", to leave his assigned work place and to replace the absent Carman Inspector at the north end. The Organization claims that the Carrier should not have blanked the pit inspector's position but rather should have called in another Carmen Inspector from the overtime roster if it wished to have the north end assignment filled.

In support of its argument, the Organization quotes a number of rules having to do with restrictions on blanking assignments and/or transfer under various specific conditions. The Board finds, however, that these rules do not address themselves to the Carrier's right to assign its forces within a craft as needed during the course of regular work hours. Further, in this instance, no employee -- in or out of the Carmen craft -- was assigned to work on overtime, so a claim of improperly assigned overtime cannot be sustained.

The Organization has set forth no rule which would prohibit the action taken by the Carrier. As a positive defense, although not necessarily required in the absence of a prohibitive rule, the Carrier points to a Letter of Agreement dated May 8, 1975, interpreting Rule 20, which states in Section II (b) in part as follows:

"(2) Carriers continue to have the right to reassign employees temporarily to perform other work of their craft."

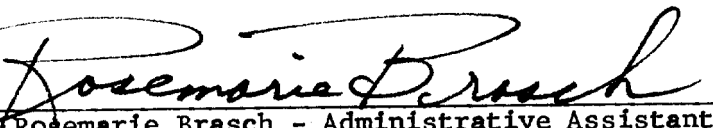
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 18th day of March, 1981.