Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 11256
SECOND DIVISION Docket No. 11064
2-SCL-CM-'87

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employes:

1. That the Seaboard System Railroad Company violated the controlling Agreement, in particular Rule 15, when Carmen from Winston-Lakeland, Florida were used to perform work at Plant City, Florida.

2. That the Seaboard System Railroad violated Section Two of the Plant City Agreement signed November 15, 1968.

3. That the Seaboard System Railroad Company be ordered to pay Carmen K. L. Robinson and J. J. Nobles for nineteen (19) hours each at Carmen's rate of pay.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

Claimants are employed as Carmen by the Carrier at its Tampa, Florida facility. On December 28, 1983, a train derailed at Plant City, Florida; a wrecking crew and a Holmes crane crew, all Carmen from Winston-Lakeland, Florida, were called to clear the derailment. The Organization subsequently filed a Claim on Claimants' behalf, challenging Carrier's use of Carmen from a site other than Tampa to clear the derailment.

The Organization contends that by not assigning Tampa-based Carmen to perform the disputed work, Carrier violated Rule 15 of the current Agreement and the Plant City Agreement. Rule 15 provides, in relevant part that employees' seniority shall be confined to the point at which they are employed. The Plant City Agreement, effective upon the closing of Carrier's Plant City, Florida facility in November 1968, transferred the former Plant City Carmen to Tampa and dovetailed their seniority into the Carmen's seniority roster at Tampa. Section 2 of the Plant City Agreement specifies that:

> "The preponderance of the work now performed by these employees at Plant City, which is best described as light repairs to cars in transit, will be performed, by forces at Tampa."

The Organization points out that if Plant City were still open, the disputed work would have been performed by Plant City Carmen. When Plant City closed, however, its work was transferred to Tampa under the Plant City Agreement. The Organization argues that the disputed work falls within the intended scope of the Plant City Agreement.

The Organization further contends that when a Holmes crane is used at a point away from its home point, the past practice has been that the ground crew will be called from employees assigned at the point where the work is to be performed. Under the point seniority rule and the Plant City Agreement, the Organization asserts that the disputed work belongs to Tampa Carmen. The Organization asserts that when Carrier decided to use a crane from Lakeland, these Rules required Carrier to assign Tampa Carmen to perform the necessary ground work. Moreover, Claimants were available and contractually entitled to perform the work. The Organization therefore contends that the Claim should be sustained and each Claimant compensated in the amount of nineteen (19) hours' pay at the regular rate.

The Carrier contends that Claimants do not have a contractual right to the disputed work. Section 2 of the Plant City Agreement refers to light repair work of cars in transit. The Carrier asserts that this sort of work is not involved here. Moreover, Carrier argues that the Plant City Agreement does not make Plant City a joint seniority point with Tampa; the Agreement did not grant Tampa employees, to the exclusion of others, the right to perform work at Plant City.

Carrier additionally argues that the past practice has been to assign a ground crew to a Holmes crane from the location nearest the work. Carrier asserts that it followed this practice with respect to the disputed work when Lakeland Carmen were used instead of Tampa Carmen. Carrier asserts that its use of Lakeland Carmen did not violate any term of any Agreement.

Carrier finally asserts that even if there had been a violation, the Claim for nineteen hours' pay is excessive because the disputed work required fourteen hours' work from each of two Carmen. The Carrier therefore contends that the Claim should be denied.

This Board has thoroughly reviewed the record in this case, and we hereby find that, despite the language of Section 2 of the Plant City Agreement, it did not grant the Tampa employees exclusive rights to perform all of the work at Plant City. Moreover, the specific language of the Agreement refers to "the preponderance of the work" as "light repairs" being performed by the employees at Tampa. This dispute does not involve light repair work as the Lakeland employees were called to clear a derailment. The Carrier was fully within its right and did not violate the Agreement by making the assignment in question. The Claimants' did not have an exclusive contractual right to the disputed work.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 6th day of May 1987.