

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12921
Docket No. 12814
95-2-93-2-196

The Second Division consisted of the regular members and in addition Referee Robert E. Peterson when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Firemen
(and Oilers
(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company)

STATEMENT OF CLAIM:

- "1. That under the current and controlling agreement the Firemen and Oilers working at Huntington Locomotive Shop with and/or supporting the 'Standard Line' have been denied proper compensation since June 15, 1992.
2. That accordingly, we are requesting (20) minutes pay at time and one-half rate for all the Firemen and Oilers at the Huntington shop who were not allowed the paid lunch since June 15. Also, we are requesting that all positions be paid lunch as per rule 4 of the Firemen and Oilers 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 waived right of appearance at hearing thereon.

The claim and the Rules in dispute are quite similar to the claim which was presented to this Board in Second Division Award 12915, except that the dispute here involves the Huntington, West Virginia, Locomotive Repair Facility of the Carrier on the former Chesapeake and Ohio Railway Company property in the establishment of a "standard line" of operation for inspection, whereas the previous dispute involved a like operation at the Carrier shops in Waycross, Georgia, on the former Seaboard Coast Line Railroad.

In the case here at issue, beginning June 15, 1992, nine of 74 positions being filled by employees represented by the Organization were assigned to work on a newly established standard line operation at the Huntington Shop for the complete inspection of locomotives. The nine positions were assigned to work on a two-shift basis (3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM) including an allowance of 20 minutes for lunch. Employees who are represented by the various Shop Craft unions were assigned to all three shifts of the standard line operation.

The other 65 employees represented by the Organization, who held various positions in the Back Shop prior to establishment of the standard line, continued thereafter to be assigned to work a total of eight and one-half hours, with a 30-minute unpaid lunch period.

The Organization maintains that whereas Rule 4(b) of the Agreement was applicable where one or two shifts were in effect, that when the Carrier went to a three-shift operation for the standard line Rule 4(c) became the applicable contract language governing the assignment of both shifts and lunch periods.

Rule 4(c) reads.

"(c) Where three shifts are employed, the spread of each shift shall be eight hours, including an allowance of 20 minutes for lunch. In event the requirements of the service will not permit the employee taking 20 minutes for lunch, extra compensation will not be allowed. Members of the retiring force whose work is to be taken up by the members of the oncoming force which relieves it, will, where necessary, explain the status of the work that is being transferred. In making this transfer it is not expected that the retiring force will remain beyond regular quitting time, but it is expected that the oncoming force shall be on hand in sufficient time to make the transfer without delaying members, or any member, of the retiring force."

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The arguments of the parties concerning the application of Rule 4(c) are not unlike those which each party presented in the hearing of the like dispute in Award 12915, albeit the Rule there in question was identified as Rule 3(c). The Organization did here additionally assert that all Huntington Locomotive Shop employees were entitled to the benefit of Rule 4(c) because they are working with or supporting the new standard line operation. However, there being no showing of record as to what work these other employees were required to perform that could be held to constitute their being a part of the workforce in the standard line operation, the Board is not able to give credence to such argument.

For the reasons set forth by this Board in its disposition of a like claim in Award 12915, the instant claim is found to be without necessary Agreement support. Accordingly, we cannot conclude, as urged by the Organization, that in establishing a three-shift standard line operation that Rule 4(c) prescribed that all assignments at the Huntington Locomotive Shop, regardless of an assigned shop or work area, have starting times and lunch periods the same as established for those employees assigned to the standard line operation. The language of Rule 4(c) cannot be read to prescribe that because the Carrier would establish a three-shift operation for one separate area of the shop it has to change the hours of all other assignments at the separate shop or work areas so as to provide a paid lunch period for all employees.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.