

The Second Division consisted of the regular members and in addition Referee James C. McBrearty when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. The Carrier violated the controlling agreement on March 6, 9, 12, 16, 23, 24, 27 and April 2, 1975 when it transferred Machinists from West Jacksonville Shops to Moncrief Shops, Jacksonville, Florida to fill day-to-day vacancies.

2. That accordingly, the Carrier be ordered to compensate Machinists

J. H. Watson	8 hrs. overtime March 6, 1975
R. G. Wilkinson	8 hrs. overtime March 9, 1975
J. J. Grimsley	8 hrs. overtime March 12, 1975
J. D. Clemons	8 hrs. overtime March 16, 1975
A. Davis	8 hrs. overtime March 23, 1975
J. F. Hester	8 hrs. overtime March 23, 1975
K. L. Williams	8 hrs. overtime March 24, 1975
J. J. Grimsley	8 hrs. overtime March 27, 1975
J. H. Watson	8 hrs. overtime April 2, 1975

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 employe 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 instant case has its origins in the July 1, 1967 merger of the former Atlantic Coast Line Railroad and the former Seaboard Air Line Railroad. These two railroads formed what is now known as the Seaboard Coast Line Railroad Company.

After the merger problems arose pertaining to consolidating seniority rosters and shop facilities.

On March 28, 1968, Carrier and the Organization agreed to the following language in Section 6 of the Memorandum of Agreement:

"Section 6.

At points where rosters are consolidated as set forth in this agreement, it will not be the Carrier's intent to transfer employees from one shop to another to fill day-to-day vacancies which may arise." (Emphasis added).

From March 28, 1968 until March 6, 1975, employees were not transferred from one shop to another to fill day-to-day vacancies. However at Jacksonville, Florida, where Carrier maintains two shops known as the Moncrief Shops and the West Jacksonville Shops, approximately one mile apart, Carrier on March 6, 1975 started filling vacancies at Moncrief Shops with employees holding bid in bulletined assignments at the West Jacksonville Shops.

The Board finds that Section 6 of the March 28, 1968 Agreement is clear, precise, and unambiguous to the extent that employees will not be moved from one shop to another shop within the same seniority district for the purpose of filling day-to-day vacancies.

The record before us shows that day-to-day vacancies did exist. Carrier cannot avoid its obligations under Section 6 merely on the basis that employees at the West Jacksonville Shops checked in and out at the West Jacksonville Shops. The record indicates that the employees were immediately transferred to Moncrief Shops after checking in, and filled vacancies for eight (8) hour periods.

Therefore, we will sustain the Claim, but at straight time pay only, not time and one-half.

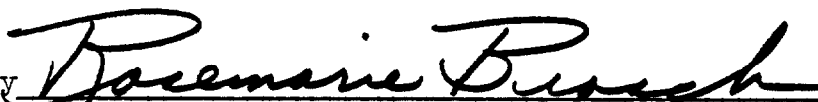
A W A R D

Claim sustained per above qualification.

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 2nd day of December, 1977.