

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12209
Docket No. 12077
91-2-90-2-175

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/Division of TCU
(CSX Transportation, Inc.
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

1. That the Chesapeake and Ohio Railroad Company (CSX Transportation, Inc., (hereinafter referred to as "carrier") violated the service rights of Painter P. Hollis (hereinafter referred to as "claimant") and the provisions of Rule 11 of the controlling Agreement when on February 9, 1989 carrier's supervisor improperly worked Carman Ginger Nelson at the Raceland Paint facility on work strictly accruing to the Painter's craft in violation of the aforementioned rule.

2. Accordingly, the claimant is entitled to be compensated for eight (8) hours pay at the applicable Painter's time and one half rate for said violation.

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.

This is one in a series of disputes concerning painting work at the Carrier's Raceland Car Shop. Both Carmen and Painters are scheduled at Raceland on a two-shift basis. In early 1989, the Carrier assigned Carmen to perform Painter work on the second shift. From the record, it is clear that the use of Carmen to perform Painter work is recognized as acceptable in circumstances when Painters are otherwise working or not available.

On February 9, 1988, the Carrier contends that first-shift Painters were unavailable for second-shift overtime or were already assigned overtime on their own first-shift assignments. The Organization does not accept the Carrier's contentions. There is no dispute, however, that the Claimant herein was assigned one and one-half hours overtime work on his own assignment on February 9, 1988. The Organization seeks pay for the Claimant based on the use of a second shift Carman to perform Painter work on the second shift on a straight-time basis.

Since it is well established that an employee's primary responsibility is to his own position, the Board supports the Carrier's view that he was "unavailable" for other simultaneous overtime.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 18th day of December 1991.