

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
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(CSX Transportation, Inc. (former Seaboard Coast Line
(Railroad)

STATEMENT OF CLAIM:

1. The CSX Transportation Company violated the controlling agreement, effective January 1, 1968, as amended, in particular Rules 15(c), 15(d), and 15(1) when at the CSX West Jacksonville Central Dispatchers Center, Jacksonville, Florida on February 20, 1989, CSXT instructed Mr. J. M. Casale, ID# 197681, to protect vacancy of Mr. D. P. Woolf, Communications Maintainer, Bulletin #C-445-SBD, dated January 30, 1989, in lieu of filling vacancy as outlined in controlling agreement.

2. That accordingly, the CSX Transportation Company be ordered to grant Communications Maintainer J. M. Casale, ID #197681, be compensated at the overtime rate account carrier assigned Mr. J. M. Casale to protect vacancy of Mr. D. P. Woolf as carrier was in violation of said rules February 20, 21, 22, 23, 24, 27, 28, March 1, 2, 3, 6, 7, 8, and 9, 1989.

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 dispute arose because the Carrier "force assigned" the Claimant from his regular day shift to another shift with hours 3:00 P.M. to 11:00 P.M., Monday, Tuesday and Wednesday; 11:00 P.M. to 7:00 A.M. Thursday and Friday; and rest days Saturday and Sunday. This action came about because no one had bid on the job to which the Claimant was "force assigned" and the Carrier determined that filling the position was necessary to provide around-the-clock coverage.

Rule 15, which is mainly controlling under the circumstances presented, provides that if no one bids on a position (the situation which arose in this case) the senior unassigned employee will be assigned and paid at the premium rate, as also provided by the applicable rates. We find that the Carrier followed the Rule. When so holding, we particularly note the Organization on the property never refuted the Carrier's position that "system" employees have been used in the past to fill temporary vacancies, nor did it provide a specific name of any unassigned employee who should have been assigned. Therefore, the Organization, on the property, has not shown that the Rule was violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dexter - Executive Secretary

Dated at Chicago, Illinois, this 27th day of May 1992.