

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 13049
Docket No. 12845
96-2-93-2-200

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(International Brotherhood of Firemen & Oilers
((System Council No. 6)
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former
(Seaboard Coastline Railroad Company)

STATEMENT OF CLAIM:

- "1. That the CSX Transportation, (formerly Seaboard Coastline Railroad Company), violated the terms of the Labor Agreement when it failed to call Edwina Fields (Claimant) on January 20, 1993 and January 21, 1993 to fill a vacancy of the 'Traveling Service Supplyman'.
2. The CSX Transportation (formerly Seaboard Coastline Railroad Company), be ordered to compensate Ms. Edwina Fields (Claimant) 16 hours at the time and one-half rate which is the amount of compensation she was denied because of the Carrier's improper application of the presiding 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 were given due notice of hearing thereon.

The Carrier and the Organization are parties to CSXT Labor Agreement 17-32-92 covering "line-of-road locomotive servicing work". This involves use of truck and driver (supplied by outside contractor and not at issue here), Traveling Service Mechanic ("TSM", filled by employee of Machinist craft), and Traveling Service Supplyman ("TSS", filled by employee represented by the Organization). The Agreement specifies various requirements and restrictions involved in this work. It basically calls for a TSMTSS team (one each) to perform the routine locomotive servicing work and to meet emergency needs for locomotives at various points.

The Claimant is one of two Traveling Service Supplymen and, on the dates at issue, was working on the first shift. On January 19-21, 1993, the TSS on the second shift was in personal leave status (two days) and on vacation (one day). The Claimant was directed to work the second shift on January 19; she was not so directed on January 20-21. The claim is that the situation required that she be called for those two shifts.

The Carrier defends its right to blank a position, as specifically permitted under both leave and vacation provisions. Since nothing in the locomotive-servicing 1992 Agreement refers to leave or vacation situations, the Carrier contends that these provisions are applicable. Further, the Carrier argues the Organization failed to indicate what work was performed and by whom on the two shifts when the TSS position was blanked.

The Organization points to what it considers the mandatory provisions of the 1992 Agreement. Among these are the following:

"Section III

A. ...

3. On scheduled runs, the TSS employee will be teamed up with a Traveling Service Mechanic (TSM). On unscheduled runs requiring only the recognized work of one craft, the required craft employee, TSS or TSM, will be called.

B. TSS vacancies on regular assignments or unscheduled runs will be filled first by qualified on-duty employees from the applicable overtime board or list, followed by calling qualified, off-duty employees,"

The Board takes no exception to the Carrier's contention that blanking rules in cases of vacation or leave vacancies could be pertinent. Here, however, the 1992 Agreement specifically lays out the manner in which the locomotive servicing will be done, i.e., on regular assignments by a TSS-TSM team. There is no indication that the work performed on January 20-21, 1993 varied in any way from that on January 19 (when the Claimant was called) or on other routine days. In other words, there is no showing as to how the position was blanked, either by non-performance of the work and/or its assignment to the TSM. (Work assignment to anyone other than the TSM would be an encroachment on TSS rights.)

The Board finds merit in the claim; the remedy, however, is more appropriately at the pro rata rate of pay, since the Claimant was not required to work the overtime assignment.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 25th day of September 1996.