

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

PARTIES TO DISPUTE: (Transportation Communications International Union
(
(CSX Transportation, Inc. (formerly The Seaboard Coastline
Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10468) that:

1. Carrier violated the Agreement on November 16, 1985, when it obtained the services of an outside party to perform duties assigned to the craft covered under the Scope of the Agreement between BRAC and Carrier.

2. Carrier shall now compensate the Senior Qualified Available Employee (unassigned or Guaranteed Extra Board in preference) eight (8) hours, three (3) shifts per day, each and every day, seven (7) days per week, and claim shall be on a continuous basis until claim is settled and work returned to the rightful parties."

FINDINGS:

The Third 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.

The triggering event for this claim arose on November 16, 1985, when the Carrier began using a taxi cab company to pick up and deliver train crews between the crews' reporting point at the Carrier's Florence Yard ("FC") South Carolina, and a motel located in Florence, South Carolina.

The Organization contends that its forces have always performed the crew hauling duties at Florence Yard. The Carrier, on the other hand, maintains that the Clerks continue to perform the crew hauling work they had performed prior to November 16, 1985. Specifically, they haul train crews between "FC" and their trains within the Florence Yard. The Carrier also contends that the work being done by the taxi cab company is new work that has never been performed by the Clerks and that, furthermore, such work was not reserved exclusively to any craft. Therefore, on either count, the claim must fail.

We find for the Organization in this matter. The evidence shows that prior to November 16, 1985, the Carrier's employees at Florence Yard made their own arrangements for transportation to and from the yard and their lodging facility. It also shows that extra yard crew hauling was the kind of work which belongs to the Clerks, as recognized by the Carrier. In addition, we particularly note Carrier's Bulletin of November 2, 1985, its December 14, 1985 letter from the Terminal Manager to the Superintendent, and its letter of December 26, 1985, from the Superintendent. We also find that Third Division Award 28269 is on point with the essential facts and circumstances of this dispute. Therefore, for all of the foregoing, we must sustain the claim at issue here.

With respect to the damages, the record does not reveal the amount of work involved, but clearly on its face, given that there are only six trains involved and the short distances of travel each way, the claim is excessive. We find that one hour per shift (pro rata) would be a reasonable measure of the loss sustained by the employees.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1992.