

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

INTERPRETATION NO. 1 TO AWARD NO. 28269

DOCKET NO. CL-28706

NAME OF ORGANIZATION: Transportation Communications International Union

NAME OF CARRIER: CSX Transportation, Inc.

From the documents presented and the arguments made at the Hearing relative to the request for Interpretation by the Organization, it appears that there is some confusion as to the intent of the Award. The thrust of the request for Interpretation appears in the February 25, 1992 letter from Organization:

"The Organization contends that to fully comply with Award No. 28269 the Carrier must return the disputed crew transporting work at Chattanooga, Tennessee, to the clerical forces in accordance with Rule 13 (b) or, in lieu thereof, provide the Organization with two hours pay per shift until the disputed work is returned, as provided for in the Award.

The Carrier has refused to return the disputed work of transporting crews to the clerical forces."

As an additional indication of the nature of the request for Interpretation, the Organization, in its arguments at the Hearing on this Interpretation stated that: "The only issue before this Board is whether or not the Carrier has met their monetary obligation in the resolution of the dispute."

It must be emphasized that this Board has no jurisdiction or authority with respect to enforcement of an Award; that is within the purview of the Courts only. Further, the Board has no injunctive powers either. As an additional point, the parties are well aware that this Board may not consider post-award factual material or evidence in an Interpretation such as this. Also, we cannot consider any Agreements reached following the rendition of the Award.

In the Award we found that the Carrier violated both the Scope Rule and Rule 13(b) by assigning crew hauling work to the Yellow Cab Company (which had previously been performed by Yard Clerks) instead of distributing that work to remaining clerical positions at the location. As a remedy, we ordered the Carrier to pay two hours per shift, as compensation for the losses suffered, until the work is returned to the clerical forces. This conclusion is clear and unequivocal and is hereby reaffirmed.