

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 31180  
Docket No. CL-31417  
95-3-93-3-450

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications  
( International Union  
(  
(CSX/Sea-Land Terminals, Inc.

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10970) that:

1. Claim that the Carrier violated the Agreement beginning March 14, 1992, and continuing, when it failed or refused to preserve former Seacoast duties.
2. As a result of the aforementioned violation, Carrier shall now be required to preserve employment for twenty-one (21) former Seacoast employees."

FINDINGS:

The Third 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 waived right of appearance at hearing thereon.

Prior to February 1992, the work and employees involved in this case were governed by Agreements between the Organization and CSX Transportation, Inc. The Terminal Company contracted with CSX to provide clerical manpower at the various intermodal facilities. Seacoast Transportation Company, a subsidiary of the former Seaboard Coast Line came under a separate Agreement and its employees also performed services at the intermodal facilities in Jacksonville, Orlando, and Tampa, Florida. In 1992, the only remaining duty performed by the Seacoast Transportation employees was the work of ramping and de-ramping trailers on flatcars.

In February 1992, the Terminal Company and the Organization entered into an Agreement transferring the clerical employees and the clerical work associated with the terminals to the Terminal Company. Clerical employees were given opportunities through seniority moves to remain with their former rail employer or become employees of the Terminal Company. The former Seacoast employees, however, held no prior clerical seniority, and thus were not eligible to make seniority moves to the former railroad rosters. In order to accommodate these employees, the Parties decided to dove-tail the former Seacoast employees on the new Terminal Company clerical rosters, making available to them all work traditionally performed by Clerks for which they might become qualified. Their higher rates of pay were "red-circled," and the Seacoast nine-hour day was preserved.

All employees covered by the new Terminal Company Agreement have identical job descriptions. It is a "pooled" labor force, assigned to specific duties as service requires. Seniority is exercised to determine rest days and shift assignments, but not choice of job functions. In the process of the transition, some of the positions set aside for Seacoast employees remained unfilled. By notices of March 12, 1992, the Company changed the hours of assignments for most of the former Seacoast positions. These changes included minor changes of time worked and major changes such as movement to an entirely different shift and/or change of rest days.

This dispute arose when the Terminal Company assigned outside contractors to perform ramping and de-ramping work at Jacksonville on second and third shifts, and on weekends. Former Seacoast Transportation employees perform that work on the first shift Monday through Friday, and some former Seacoast employees perform gate inspections or other duties, not included in their former job descriptions. It is the position of the Organization that the ramping and de-ramping work being performed by outside contractors on second and third shifts and weekends is work intended to be preserved for the former Seacoast employees available who desired to perform it. Moreover, the Organization maintains that rather than performing gate inspection work, the Seacoast employees should have been assigned to the second and third shifts of the ramping and de-ramping function.

The Company maintains that it followed the Agreement in its altering of assignments by giving proper notice in advance, conforming the wording of the notice to contractual requirements, posting the bulletins, and furnishing the Organization with copies. Furthermore, the Company disputes the Organization's contention that the work at issue was reserved to the Seaboard employees.

It points out the current covered workforce is a "pooled" workforce and, accordingly, it is appropriate for the Company to assign specific duties to specific individuals based on qualifications and the Company's need. The Company notes as well that all of the employees in question are fully employed and suffered no loss, nor has any former Seaboard employee been involuntarily furloughed as a consequence of the dove-tailing of seniority rosters.

A thorough review of the record supports the Company's position in this case. There is no showing that, after the transition, the exact work previously performed by the former Seacoast employees was to be preserved intact and reserved only to them. The February 1992 Agreement clearly provides that former Seacoast employees will be "... added to the [Company] clerical rosters...and will be considered 'intermodal employees'." The Agreement also states that duties currently being performed by Seacoast employees will be preserved, but only to the extent provided by the Seacoast Transportation Scope Rule, and "without such work becoming exclusively the right of covered employees." Nowhere on this record is there a showing that the work at issue was exclusively reserved to TCIU represented employees. Accordingly, under the current Agreement between the Parties, the Board finds no basis for sustaining the instant claim.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 26th day of September 1995.