

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 31466
Docket No. CL-32104
96-3-94-3-511

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

PARTIES TO DISPUTE: (Transportation Communications International
(Union
(CSX Transportation, Inc. (former Seaboard
(Coast Line Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Union (GL-11094) that:

1. Carrier violated the Agreement on Sunday, March 14, 1993, when it improperly withheld Clerk R.J. Sparks from Position No. 302 in the Customer Service Center in Jacksonville, Florida.

2. As a result of the aforementioned violation, Carrier shall now be required to compensate Clerk Sparks (609953) eight (8) hours' pay at the straight time rate of \$115.36."

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.

Claimant was employed as a Customer Service Agent at the Customer Service Center in Jacksonville, Florida. On March 14, 1993 the Claimant's position was abolished under the provisions of Rule 17(b) which reads as follows:

"(b) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirements for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (c) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules."

The case rests on whether the Carrier properly abolished the Claimant's position under the terms of Rule 17(b). The Carrier argues that as the result of a snow, sleet and ice storm the Carrier had to shut down a majority of its train operations on the east coast, a point never disputed by the Organization. The Carrier further argues that because of the shut down in train operations its Customer Service Center in Jacksonville was affected.

The Organization argues the weather in Jacksonville was not that severe, in fact some employees did work at the Customer Service Center on March 14. The Carrier argues that those employees who did work were those employees the Carrier could not contact before they got to work. Both parties argued as to the severity of the weather in Jacksonville. However, the Organization never disputed the Carrier's argument that train operations were suspended over most of the east coast. The key provision of Rule 17(b) as it pertains to this case is the sentence that reads:

"...It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations."

The Rule clearly states that the force reductions are limited to locations affected by the suspension of operations, not locations affected by the storm.

The Organization has not refuted the Carrier's argument that the Customer Service Center was affected by the suspension of operations caused by the storm.

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This Board finds the Agreement was not violated.

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 25th day of April 1996.