

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(CSX Transportation, Inc.
(Formerly The Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10439) that:

1. Carrier violated the Agreement when it failed and/or refused to call the Senior Available Employee or an extra clerk to perform extra work done by an employee located at Jacksonville, Florida.

2. Carrier shall now compensate the Senior Available Employee, extra in preference, at the General Clerks rate of \$114.32 for violation of November 7, 1988."

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 employees 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.

On November 7, 1988, a shipper contacted the Carrier's Jacksonville Centralized Waybiling Center and requested the Carrier to divert CCBX 58069, then located at New Orleans, Louisiana, to a new destination. A clerk at Jacksonville prepared an advance/prepaid only waybill to cover the reassignment charges resulting from the shipper's decision to reroute the car.

At the time the Jacksonville clerk issued the new waybill, New Orleans was located in the geographic area served by the Mobile, Alabama, Transportation Service Center (TSC). Clerical employees at Jacksonville are governed by the Seaboard Coastline Working Agreement while Mobile Transportation Service Center clerks come under the Schedule Agreement on the former Louisville and Nashville Railroad.

The Organization initiated a claim on November 28, 1988, alleging that the Carrier impermissibly transferred work within the scope of the Louisville and Nashville Railroad Schedule Agreement to employees covered by a different working Agreement. In 1987 and by Agreement, many field clerical functions were centralized and consolidated at various transportation service centers across the Carrier's combined system. Despite the consolidation, the Carrier lacked the contractual right to transfer work from one transportation service center to another. According to the Organization, when a car, located at an intermediate point, is diverted from its original destination, the pre-paid waybill and reconsignment charges showing the new destination must be prepared at either the intermediate point or the transportation center serving the intermediate point. Thus, the Organization concludes that the Carrier improperly deprived work from Mobile TSC employees.

The Carrier contends that for many years, the location receiving the shipper's instruction prepared reconsignment waybills. The Carrier emphasizes that a shipper may call an agent, at either the origin or destination points, or a customer service representative or a centralized waybilling center. In this case, the Carrier argues that since the shipper contacted the Jacksonville Center, Jacksonville clerical employees were responsible for issuing the reconsignment waybill to insure that the car was rerouted and the shipper billed for additional charges.

This Board finds that the Organization failed to marshal sufficient evidence to prove that the work in question exclusively accrued to Mobile TSC clerks or that the Carrier transferred work from the former Louisville and Nashville Railroad to the former Seaboard Coastline Railroad. Frequently, a shipper changes the destination of its lading by contacting an agent or the transportation service center serving the point where the car is currently located. However, on occasion, a shipper conveys his diversion instructions to a transportation service center or an agency which does not serve the location where the car is located. The Organization has not brought forward any documentary evidence that, in the past Mobile TSC clerks prepared reconsignment waybills even when the shipper had contacted the Jacksonville Center. In addition, the Organization has not proven that the Carrier transferred work from one component railroad to another inasmuch as the Carrier did not establish any centralized office to receive all shippers' diversion instructions. Thus, if the shipper had called the Mobile TSC, then those employees would have been entitled to prepare the waybill even if the car had not, at the time of the shipper's call, been located within the geographic area served by the Mobile TSC.

In reaching our decision, the Board did not consider Item 2405.40(g) of Circular No. 48 inasmuch as the Organization did not raise this evidence on the property.

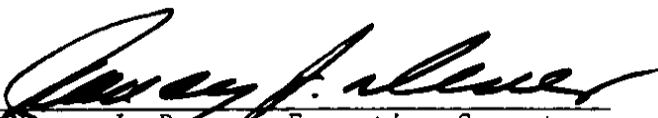
We must deny this claim for want of proof.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of April 1992.