

AWARD NO. 200

Case No. 200

Organization File No. T22701613

Carrier File No. 2013-139854

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement when it refused to allow Claimant J. Sanders to displace junior employee J. Carroll at the Rail Welding Plant in Nashville, Tennessee on December 10, 2012.
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Sanders must now be compensated for all straight time and overtime hours worked by junior employee J. Carroll at the welder's rate of pay (rail plant welder) and for actual and necessary expenses for not less than sixty (60) days.

FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

On December 10, 2012 Claimant attempted to exercise displacement rights to a position at the Carrier's System Rail Welding Shop at Radnor Yard in Nashville, Tennessee. The position on which he wanted to displace was the electric flash butt welder, which was held by an employee with less seniority as a welder. The Carrier did not permit Claimant to displace onto this position, and

asserts he was not qualified on the electric flash butt welder. The Organization first argues he was qualified by virtue of having seniority as a welder and experience at the Welding Plant. Alternatively, the Organization takes the position that the Carrier had an obligation to train Claimant and afford him time to qualify.

Positions at the Rail Welding Plant are governed by CSXT Labor Agreement No. 12-058-05, entered into by these parties on December 8, 2005. That Agreement reads, in pertinent part, as follows:

In recognition of the carrier's investment and the additional employment opportunities, and for the purpose of maintaining an adequate skilled and qualified work force for the operation of the Rail Welding Plant located at Nashville, Tennessee, the parties hereby agree to the following provisions:

- 1) All BMWED represented employees holding positions at the Rail Welding Plant on the date of this Agreement may not bid to any position other than those positions advertised within the Rail Welding Plant for a period of not less than six (6) months calculated from the date of this agreement. All BMWED represented employees awarded positions at the Rail Welding Plant after the date of this Agreement may not bid to any position other than those positions advertised within the Rail Welding Plant for a period of not less than six (6) months calculated from the date of the award.
 - a) Bidding from one position to another within the Rail Welding Plant will renew the six (6) month obligation and will extend the obligation for six (6) months from the date of the most recent awarded position.
 - b) Positions within the Rail Welding Plant are subject to being displaced by senior qualified employees from the Nashville Terminal Seniority District or employees holding positions in the Plant in accordance with the June 1, 1999 Agreement between CSXT and the BMWE, Appendix "F", 22. However, any employee making a displacement will be subject to the six (6) month requirements provided in 1 and 1(a) of this Agreement.

* * *

When not in conflict with this understanding, terms and conditions of employment not stipulated herein shall be governed by the June 1, 1999 Agreement between CSXT and the BMWE, including Appendix "F". This Agreement will remain in effect until modified in accordance with the requirements of the Railway Labor Act, as amended.

The Organization argues the Memorandum of Agreement dated February 29, 2012 supersedes the provision of the Rail Welding Plant Agreement with respect to employee displacements. The relevant portion of the Memorandum of Agreement states:

If, through bidding or displacement procedures, an employee obtains a position in a job classification in which he has not previously been qualified the employee will be given equal and fair instruction and training for a period of thirty (30) calendar days including, if appropriate, training at the REDI Center. If the employee is not disqualified, in writing, during their thirty (30) day period, he shall be considered qualified. Upon qualification the employee shall be designated as qualified in that classification or seniority roster.

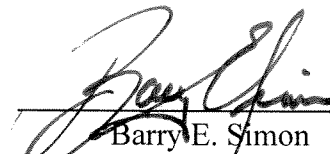
Because the parties used the phrase "senior qualified" to describe employees who may displace to positions at the Rail Welding Plant, we must find that the Rail Welding Plant Agreement distinguished between employees bidding into positions and those displacing onto positions. The latter group must be qualified on the position to which they wish to exercise displacement rights. If they do not possess the requisite qualifications, as determined by the Carrier, their displacement does not have to be honored.

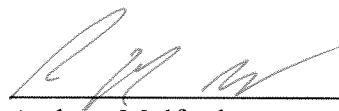
The question, though, is whether the requirement to be qualified in order to displace onto a position at the Rail Welding Plant survived the February 29, 2012 Memorandum of Agreement, which requires the Carrier to afford thirty days of training to displacing employees. That Agreement is a CSX amendment to the National Agreement for the purpose of addressing local issues. In a Question & Answer, the parties agreed that the 30-day qualifying period does not supersede the 45-day qualifying period currently in place for System Production Gangs (SPGs). From this, we interpret the relevant paragraph of the February 29, 2012 Memorandum of Agreement to grant rights only in circumstances where they had not been previously addressed by the party. It was not intended to change specific rules that the parties had negotiated that might be in conflict unless the

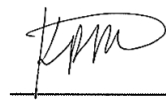
parties expressed their intent to do so. We additionally apply the principle that general rules in a collective bargaining agreement must give way to specific rules. A rule that generally applies to all employees in the bargaining unit does not supersede a rule that is specific to the jobs in the Rail Welding Plant. Therefore, we find that the Rail Welding Plant Agreement's requirement that displacing employees be qualified on the positions to which they are displacing to be in effect.

Inasmuch as the Organization has not proven that the Carrier's determination that Claimant was not qualified for the position was erroneous, we must find that the decision to deny his displacement was not in violation of the Agreement. Neither his seniority as a welder nor his experience at the Radnor Shop was sufficient to establish his qualifications on this specific position.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member
Dissent to follow.


Rob Miller
Carrier Member

Dated: *January 27, 2016*
Arlington Heights, Illinois