

PUBLIC LAW BOARD NO. 4816

Parties to the Dispute	<p>* * * * * * * * * * * * * * *</p> <p>In the Matter of the Arbitration between</p> <p>CSX Transportation Inc. (former Louisville &amp; Nashville)</p> <p>and</p> <p>Brotherhood of Maintenance of Way Employees</p> <p>* * * * * * * * *</p>	* * * * * * * * * * * * * * *
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Case No. 2

STATEMENT OF CLAIM

"Claimants:

1.	B.V. Walters	*	ID 187296	1,027.50
2.	D.R. Philpot		ID 187570	1,554.20
3.	B.D. Smith		ID 187755	864.88
4.	T. Bailey		ID 187515	749.15
5.	L.G. McIntosh	*	ID 187298	1,027.50
6.	D.A. Wilt		ID 187526	1,069.29
7.	S.R. Collins		ID 187516	1,018.61
8.	D.O. Chaney	**	ID 187627	1,146.85
9.	W.R. Brown	*	ID 187327	1,027.50
10.	B.J. Cundiff	**	ID 186821	573.82
11.	N. Morris	*	ID 187625	995.80
12.	J.E. Norman		ID 186813	1,004.65
13.	J. Best	**	ID 187333	596.30
14.	S.B. Sumner		ID 187519	785.15
15.	W.P. Chapman		ID 186396	573.82
16.	J.M. Addison		ID 185952	408.10
17.	W.L. Hoover		ID 187499	572.45
18.	C. Watts		ID 186007	308.75
19.	E.W. Griffin		ID 188141	821.90
20.	S.F. Gibson	*	ID 187624	433.55
21.	E.C. Bush, Jr.		ID 187498	572.45
22.	G.D. Rader		ID 187297	825.00

"Claimants should be allowed their actual expenses, as prescribed by Award 298 and the current Agreement. These expenses should be paid from August 1, 1988, until September 30, 1988, and continuous until violation is stopped.

On August 1, 1988, Tie Gang 6C26 began work, headquartered stationary at Beattyville, KY. This Gang was later moved to Jackson, KY, headquartered stationary, where it was subsequently abolished September 30, 1988.

Claimants were all assigned to this Gang at one time during its existence, and are therefore entitled to expenses, because this Gang did not remain stationary at Beattyville, KY for one (1) year.

...Rule 47, Appendix 35 and Award 298 were violated..."

#### OPINION OF THE BOARD

This case involves twenty-two employees who, over a period of approximately one year, worked in one or more Tie Gangs established at four locations on the Eastern Kentucky seniority district. Carrier established and abolished four separate Tie Gangs between August 1, 1988, and July 28, 1989. Each Gang was advertised as a Fixed Headquarters Gang where people went on and off duty each day at this Headquarter's point.

Petitioner contends that since the Gangs were established, abolished, and then reappeared at other locations, they should have been classified as Floating Gangs and all actual expenses of named employees should have been paid.

The fact that the Gang did not remain stationary at Beattyville, KY for one year justifies the Unions' position.

Carrier contends that the Gangs were all Fixed Headquarter Gangs. The employees who bid the positions knew the situation before they bid and no Contract rights of the employees were violated. Carrier also contends that the claim was untimely filed and should be dismissed on that basis alone.

The issue in this case is whether the Gangs cited in their claim (Extra Gang 6C26, Extra Gang 5C78, Extra Gang 5C81, and Extra Gang 6122) were the same Gang with the fixed report locations changed three times during the year or whether they were four separate Gangs that were properly established, abolished, and re-established at other locations.

This Board has reviewed the material presented and the pertinent Contract language. We find the claim timely filed but lacking in merit. The Board cannot find any language in the Agreement that restricts Carrier from establishing Fixed Location Gangs and then, when the work at a location is completed, abolish the Gang. Nor do we find any language in the Agreement that requires Carrier to initially establish a Floating Gang assigned to camp cars rather than a Fixed Headquarter Gang if, in fact, Carrier chooses to operate the Gang from a single location. The

employees in this instance all bid the job concerned fully aware of the conditions governing each Gang.

Based on the record and Petitioner's failure to identify the basis for its claim specifically and the amount claimed, the Board is compelled to deny this claim.

AWARD

The claim is denied.

  
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R.E. Dennis, Neutral Member

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B.C. Sweatt, Carrier Member

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N.J. Marquar, Employee Member

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Date of Adoption