

AWARD NO. 30

Case No. 30

Organization File No. H42297206

Carrier File No. 12 (06-0552)

**PUBLIC LAW BOARD NO. 7163**

PARTIES     ) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
              )  
TO            )  
              )  
DISPUTE     ) CSX TRANSPORTATION COMPANY

STATEMENT OF CLAIM:

(1) The Agreement was violated when the Carrier assigned Akron East Seniority District employees C. Amheiser, J. Kimble, V. Krebs, D. Ogilvy, T. Williams, D. Neff and two (2) other such employees to perform repair work on the Akron West Seniority District territory at No. 9 Westbound Receiving Track between Mile Posts BI0.5 and BI0.7 in Willard, Ohio on February 10, 2006.

(2) As a consequence of the violation referred to in Part (1) above, Claimants B. Myers, D. Patrick, D. Shultz, D. Shepherd, J. Consiglio and J. Hess shall now each be compensated for eight (8) hours at their respective straight time rates of pay and eight (8) hours at their respective time and one-half rates of pay.

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.


It is undisputed that the Carrier, following a derailment on February 10, 2006, utilized eight employees from the Akron East Seniority District to assist with track repairs and related work. This work was performed on the Akron West Seniority District at Willard Yard. This derailment had


caused three tracks to be taken out of service at this major classification yard. The Carrier explains it called these employees because it was necessary to reestablish service immediately so as not to disrupt its operations.

The Organization acknowledges that emergencies such as this might be a valid reason for directing employees to cross seniority lines, but asserts that the first right to such work must go to the employees within the seniority district in which the emergency occurs. It argues the Carrier has an obligation to first determine the availability of employees within the seniority district.

The evidence before this Board indicates that Claimants were working at the derailment site, earning eight hours' pay at the straight time rate and an additional ten hours' pay at the overtime rate. Because Claimants apparently worked at the same time as the Akron East employees, the Board finds no basis for the claim. The Agreement was not violated.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

  
Roy C. Robinson  
Employee Member

  
James T. Klimtzak  
Carrier Member

Dated: December 30, 2008  
Arlington Heights, Illinois