

AWARD NO. 60
Case No. 60

Organization File No. G35675207
Carrier File No. 12(07-1372)

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 Agreement was violated when the Carrier failed to allow Mr. B. Hendrickson to work the "Jamboree" on the Central West Service Lane between Mile Posts Z-65 and Z-75 and between Mile Posts Z-20 and Z-23 on July 2, 3, 4, 5, 6, 7 and 8, 2007 and instead allowed and assigned junior employees M. Watts and S. Thacker.
2. As a consequence of the violation referred to in Part (1) above, Claimant B. Hendrickson shall now be compensated for fifty-five (55) hours at his time and one-half rate 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.

The facts in this case are not in dispute. The Carrier, in an effort to maximize the amount of track repair and maintenance work that can be performed in a given area during a limited period of time coordinates with its own departments, such as engineering and transportation, as well as external bodies, such as highway departments, police and fire departments and shippers, to conduct

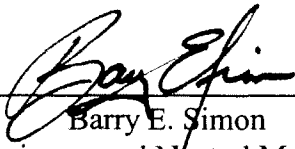
concentrated large-scale projects over a period of several days. These concentrated projects are known as “Jamborees.”

The Carrier had arranged a particular Jamboree to occur on the former Clinchfield Railroad trackage between July 2 and July 8, 2007 and met with the Organization to agree upon which forces would be assigned to the Jamboree. That meeting took place on June 28, 2007 and resulted in an agreement for force utilization. After that meeting, it was decided by the Carrier that Bridge and Building Gang 6C78 was also necessary to perform bridge work. At the time, Claimant was the foreman on Bridge and Building Gang 6C83. He had less seniority than the foreman on Gang 6C78, but was senior to at least two other employees working on that gang. The Organization argues that Claimant should have been used for this work based upon his being senior to employees Watts and Thacker.


The record reflects that Labor Relations Manager Pam Gee discussed this situation with General Chairman Dennis Albers prior to the work being performed. They jointly agreed that Gang 6C78 was the appropriate force to send to the Jamboree. This decision was made without regard to the relative seniority of any of the individual employees in the gang. Rather, the gang was deployed as a unit.

Because the General Chairman had agreed to this assignment of forces before the fact, we must conclude that the Organization may not later claim the assignment was improper. The Carrier had a right to act in reliance of the General Chairman’s concurrence with the assignment. Positive labor-management relations requires the parties to stand by the agreements they make. We do not find that the Agreement was violated in this case.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Roy C. Robinson
Employee Member


Noel V. Nihoul
Carrier Member
4/26/2010

Dated: December 27, 2009
Arlington Heights, Illinois