

AWARD NO. 148
Case No. 148

Organization File No. G65505712
Carrier File No. 2012-122530

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 assigned Welder T. Kutscherenko to perform vehicle operator duties on February 29, 2012 and failed to assign such work to Claimant J. Wilson.
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Wilson shall now be compensated five and a half (5.5) hours of overtime.

FINDINGS:

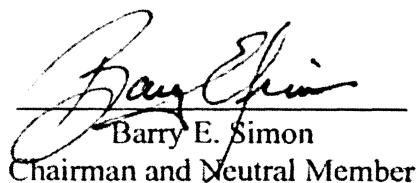
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

This claim is related to the claim decided by this Board in Award No. 147. In the instant claim, the Carrier used a welder, T. J. Kutscherenko, who was headquartered at Marietta, Ohio, to drive his welding truck behind welder J. D. Clark, who was driving the dump truck from Cillicothe, Ohio to Clarksburg, West Virginia for use in connection with a washout. Kutscherenko then drove J. D. Clark back from Clarksburg.

As was the case in Award No. 147, the Organization's claim is based upon the premise that the dump truck was driven from Parkersburg, West Virginia. For the reasons stated in that Award, we find that the Organization's premise is faulty. As we did in Award No. 147, we must deny this claim on the basis that the work performed was necessitated by the emergency situation at Clarksburg, which afforded the Carrier latitude in its assignment of personnel. Also, because the truck did not originate in Parkersburg, we do not find that Claimant had any right to the work.

Furthermore, we cannot agree that driving a vehicle for the sole purpose of driving another employee home is necessarily vehicle operator work. Kutscherenko drove his welding truck, which he is qualified to do. His doing so was not in violation of the Agreement.

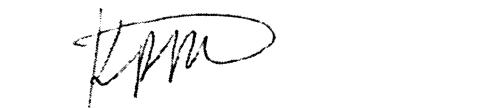
AWARD: Claim denied.



Barry E. Simon
Chairman and Neutral Member



Andrew Mulford
Employee Member



Rob Miller
Carrier Member

Dated: September 4, 2004
Arlington Heights, Illinois