

**PUBLIC LAW BOARD NO. 7163**

**CASE NO. 574  
AWARD NO. 574**

<b>Brotherhood of Maintenance of Way Employees Division</b>	)	
<b>of the International Brotherhood of Teamsters</b>	)	
	)	
<b>and</b>	)	<b>Arbitration Decision</b>
	)	<b>and Award</b>
<b>CSX Transportation, Inc.</b>	)	
	)	
<b>Carrier File: 20-57445</b>	)	
<b>BMWE File: NAS403020</b>	)	
	)	

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**I. STATEMENT OF THE CLAIM**

**“Claim of the System Committee of the Brotherhood that:**

1. The Carrier violated the Agreement when, on April 9, 2020, it assigned Roadmaster Haddix to perform Maintenance of Way work assisting a track inspector in cutting up a tree that fell on the tracks at Mile Post OZA 193.0 on the C&EI Seniority District, Nashville SLWT and failed to call and assign Mr. N. Siders thereto (System File NAS403020/20-57445 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant N. Siders shall now be compensated for two (2) hours at his respective overtime rate of pay. Also, that all time be credited towards vacation and retirement.”

**II. FACTS**

On April 9, 2020, a tree fell onto the tracks at Mile Post OZA 193.0 on the C&EI Seniority District, Nashville SLWT. Trains were stopped on that track, creating an emergency response situation. Roadmaster Haddix was informed and went to help cut a tree up. The Carrier did not call and assign the Claimant, a bargaining unit employee and union member, to perform the work.

**IV. POSITIONS OF THE PARTIES**

### Organization's Position

The organization argues that the Carrier violated the Agreement on April 9, 2020, by assigning Roadmaster Haddix to perform bargaining unit work in assisting to cut up the tree that fell on the tracks at the milepost OZA 193.0. Manager Haddix was not a BMWED-represented employee, yet he performed this work for two (2) hours of overtime.

It avers that the Carrier violated the Agreement, including Rules 1, 3, 4, 11, 17 and the Scope Rule of the June 1, 1999 Agreement as updated, and thereby deprived the Claimant of work and the related compensation. It argues that, as a consequence, the Claimant should be compensated for two (2) hours at his respective overtime rate of pay and that all time is credited towards vacation and retirement.

### Carrier's Position

The Carrier argues that the felled tree had stopped trains from running, a result of unforeseen circumstances, requiring immediate action due to the severe impact on operations. It was necessary to use outside resources during this emergency work to expedite the tree removal. To maintain efficient, economical, and satisfactory service to the shipping and traveling public. Whether the Claimant lived closer to the incident is immaterial given the emergency circumstances.

## **V. DECISION**

The Board finds that the felled tree created an emergency requiring immediate attention. Under these circumstances, the Board finds that it was not a violation for the Roadmaster to be assigned this task to resolve the emergency.

## **VI. AWARD**


The claim is DENIED.



Casey Summers  
Organization Member



John Ingoldsby  
Carrier Member



Sheila Mayberry, Chair and Neutral Member  
December 13, 2024