

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 22

Case No. 22

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

CSX Transportation, Inc. (Former Louisville and
Nashville Railroad Company)

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned Pump Repairman B. J. Boatwright to perform Bridge and Building Subdepartment (B&B) work (paint the lunch area) in the Yard Office at Goulding Yard, Pensacola, Florida, on September 21 and 22, 1994 [System File 4(58)(94)/12(95-0052) LNR].
2. As a consequence of the violation referred to in Part (1) above, B&B employee J. W. Knowles shall be allowed sixteen (16) hours' pay at his straight time rate.

FINDINGS:

This Board, upon the whole record and all of the evidence, finds and holds as follows:

1. That the Carrier and the Employees involved in this dispute are, respectively, Carrier and Employees within the meaning of the Railway Labor Act, as amended; and
2. That the Board has jurisdiction over this dispute.

OPINION OF THE BOARD:

The present dispute involves a painting assignment performed by a Pump Repairman from the Pump Repairmen and their Helpers Subdepartment instead of by a member of the Bridge and Building

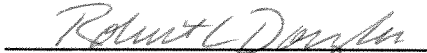
Subdepartment (Rank 4). The Agreement reflects different categories of employees. The Bridge and Building Subdepartment exists, in relevant part, for the purpose of establishing a group of employees to paint. The Pump Repairman and their Helpers Subdepartment exists for a different purpose. The crossing of subdepartment lines under the circumstances of the present dispute violated the fundamental seniority arrangement inherent in the subdepartment structure as developed by the parties over an extended period of time.

The record omits any basis for deviating from the presumptive validity and integrity of the subdepartment arrangement. As a result, the Carrier's actions in the present case constituted a violation of the Agreement.

As a remedy and in the absence of any cognizable challenge to the requested claim, the Claimant shall receive 16 hours of pay at his straight time rate.

AWARD:

The Claim is sustained in accordance with the Opinion of the Board. The Carrier shall make the Award effective on or before 30 days following the date of this Award.


Robert L. Douglas
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Patricia A. Madden
Carrier Member

Dated: February 19, 1999