SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 112
Case No. 112

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 failed to properly compensate the first shift drawbridge tenders for carrying mail outside of their regular work period beginning June 10, 1997 and continuing on the territory under the supervision of Bridge and Building Supervisor R. F. Garrett [System File 34(3)(98)/12(98-930) LNR].

2. The Agreement was further violated when the Carrier refused to agree to provide extra compensation for the above-referenced drawbridge tenders for carrying mail outside of their regular work period as required by Rule 40.

3. As a consequence of the violations referred to in Parts (1) and/or (2) above, each first shift drawbridge tender shall now receive pay for one (1) hour overtime at their respective rates of pay for each workday beginning June 10, 1997 and continuing until Agreement Rule 40 is complied with.

FINDINGS:

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

1. That the Carrier and the Employee involved in this dispute are, respectively, Carrier and Employee within the meaning of the Railway Labor Act, as amended,; and

2. That the Board has jurisdiction over this dispute.

OPINION OF THE BOARD:

Rule 40 (Special Service) provides, in relevant part, that:

> Where special work is done outside of regular work period and extra compensation agreed upon with the individual, overtime will not apply; this meaning such work as pumping, opening stations, attending switch lamps, carrying mail, or similar work, by special arrangement.

The record omits any suggestion that the disputed carrying of mail occurred on a daily basis. In fact, a careful review of the evidence indicates that the record omits specific information about particular days on which the carrying of mail actually occurred. The record therefore fails to contain the necessary concrete, measurable, and specific evidence to address the merits of the dispute. As a result, the record remains too vague to develop a proper resolution of the dispute on the merits.

AWARD:

The Claim is dismissed.

Robert L. Douglas
Chairman and Neutral Member

Donald D. Bartholomay
Employee Member

Mark D. Selbert
Carrier Member

Dated: 8/15/01