

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 70

Case No. 70

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 employees from the Nashville Terminal, S&NA North and W&A Seniority Districts to perform work on the Nashville Division Seniority District at Mile Post 116.0 November 16 and 17, 1995 [System File 14(1)(96)-12(96-258) LNR].

2. As a consequence of the violation referred to in Part (1) above, the Claimants* listed below shall each be paid '...an equal and proportionate share of the overtime hours earned by the following employees (80 hours straight time, 358 hours overtime, 25 hours double time) on November 16 and 17, 1995 at their respective rates of pay ***'

*K. L. Frazee	J. B. Grooms
G. L. Hedge	B. J. Spicer
B. A. Hopper	J. Ware
N. H. Brown	R. A. Foster
L. Bradley	L. J. Flake
L. R. Butler	R. W. Manley
T. G. Parker	T. L. Miller
J. D. Glisson	

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

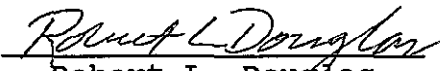
2. That the Board has jurisdiction over this dispute.

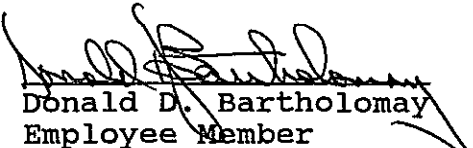
OPINION OF THE BOARD:


This dispute arose as a result of the Carrier's assignment of active personnel from one seniority district to perform certain work in another seniority district in the aftermath of a seventeen car derailment. In assigning the active personnel from a different seniority district, the Carrier failed to recall from furlough the Claimants, who possessed seniority in the seniority district in which the Carrier assigned the active employees to perform the relevant temporary emergency work. The record indicates that the derailment created serious emergency conditions that justified the Carrier's reasonable action in immediately assigning the active, available employees to perform the disputed work in a timely manner to restore operations. Under these special circumstances the Carrier did not violate the Agreement.

AWARD:

The Claim is denied in accordance with the Opinion of the Board.


Robert L. Douglas
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Mark D. Selbert
Carrier Member

Dated: Nov. 2, 2002