

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 38
Case No. 38

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees
and

CSX Transportation, Inc. (former Atlanta & West Point
Railroad Company)

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it assigned fourteen (14) employees with former Seaboard System Railroad (SSY) seniority to perform track maintenance work (installing ties) on the Georgia and Camak Subdivisions on the Atlanta & West Point Railroad, The Western Railway of Alabama, Georgia Railroad and Atlanta Joint Terminals (A&WP-WofA-GaRR-AJT) Seniority District on November 15, 1993 through and including November 25, 1993 [System File 94-19/12(94-0714) AWP].
2. As a consequence of the violation referred to in Part (1) above, Claimants J.T. Rabun, T Holt, Jr., L.J. Jackson, J. Scott, R.V. Coleman, W. Hannah, M.R. Farmer, R.L. Grissom, L. Wilkerson, L.J. Hunt, H. Hudson, W. Davis, Jr., W.J. Jennings, D.P. Bohler and L.H. Tudor shall each be compensated at their appropriate pro-rata rates of pay for an equal proportionate share of the total straight time hours expended by the SSY employees and at their appropriate time and one-half rates of pay for an equal proportionate share of the total overtime hours expended by the SSY employees in the performance of the subject work.

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:

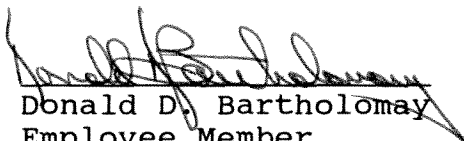
The Carrier has admitted and the record proves by a fair preponderance of the credible evidence that a violation of the Agreement occurred when the Carrier used employees from a different seniority district to perform track maintenance work (installing ties).


The dispute therefore narrows to a determination of an appropriate remedy. The record substantiates that the out-of-district employees performed the routine maintenance work of crosstie removal and replacement during the referenced period. The vast precedent of awards involving this issue have awarded the full amount claimed, and we see no reason to deviate from those awards. The claim therefore is sustained in full.

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: October 6, 1999