

SPECIAL BOARD OF ADJUSTMENT NO. 1110

Award No. 25
Case No. 25

PARTIES TO THE DISPUTE:

BROTHERHOOD OF MAINTENANCE 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 an employee who holds no seniority on the PD-P&A Seniority District to inspect track from Mile Post N-808 to Westville, Florida on October 2, 1994, instead of calling and using Track Repairman J. Tyner who holds seniority on said District [System File 19(34)(94)/12(95-0230) LNR].
2. As a consequence of the above-stated violation, Track Repairman J. Tyner shall be allowed ten (10) hours' pay at the track repairman's time and one-half rate.

FINDINGS:

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

1. That the Carrier and Employees involved 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.
3. On October 2, 1994, Welder P. Jones drove a hi-rail while an employee with PD seniority performed an inspection of the track in issue. The Carrier asserts that the action was necessitated by heavy rain and flooding conditions on the track. The Carrier

further asserted that it has authority to perform such inspections due to the emergency conditions; and that, in any event, the work performed by P. Jones - driving the vehicle while another employee performed the inspection - is not covered by the Scope of Work provisions in the Agreement.


4. The Organization countered that P. Jones was assigned to perform overtime service inspecting the track, and that such routine track inspection work had customarily and traditionally been performed by Track Subdepartment employees holding seniority on the the PD-P&A Seniority District. The Organization further asserted that employee P. Jones performed ten (10) hours of overtime work. Finally, the Organization claims that Claimant was contractually entitled to preference for the overtime assignment on his home section on the PD-P&A Seniority District under the Agreement.


OPINION:


The Organization's claim rests chiefly on its contention that Welder P. Jones was assigned to perform inspection work that, by right, belonged to J. Tyner; and that P. Jones performed the inspection work and was paid overtime for the work. However, there is no proof in the record to support the Organization's factual assertions. Based on the facts contained in the record, the Board is persuaded that the Carrier did not "assign" P. Jones to perform work that ought to have been performed by Track Repairman J. Tyner; the evidence shows that Welder P. Jones simply drove his hi-rail while another employee with PD seniority inspected the track. Further, the Board finds that it is unnecessary to address the issue of whether or not an emergency condition existed. The Board holds that the Organization has failed to proffer sufficient evidence to establish a violation of the Agreement.

AWARD:

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


E. William Hockenberry
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Patricia A. Madden
Carrier Member

Dated: OCT 25 1999