

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 101
Case No. 101

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 section gang employes to perform track inspections on the CV Seniority District of the Appalachia Service Lane on January 11, 12, 16, 17 and 18, 1997 instead of assigning Inspection Gang 5CB2 employe F. L. Jones [System File 13(2)(97)/12 (97-1085) LNR].
2. As a consequence of the afore-stated violation, "F. L. Jones should be allowed thirty-two and one-half hours (32 1/2) time and one-half for the dates of January 11, 12, 16, 17 and 18, 1997 at the Track Inspector's respective time and one-half rate of pay.

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 30 (Overtime) provides:

(g) Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; in all other cases by the regular

employee.

Rule 30 (Calls) provides:

The basis of payment in Rule 30(a) will also apply to time worked which is not continuous with a regularly assigned work period, with a minimum payment of 2 hours and 40 minutes at the time and one-half rate. Employees called for service on regular rest days and holidays and for work outside their regular assignment on regular work days, will be paid from the time they are notified to report until the time they return to their headquarters station.

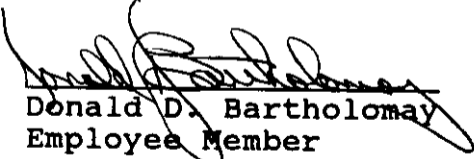
A careful review of the record indicates that the Claimant served as a Truck Driver in the Track Subdepartment and may have performed some track inspection work on his regularly assigned workdays during his assignment on the Cumberland Valley Seniority District of the Appalachia Service Lane during the relevant time. The present dispute involves the decision of the Carrier to assign employees from Section Force 5C17 and Section Force 5C16, rather than the Claimant, to perform certain overtime work to provide extra inspections of track on specific dates that had snowy conditions and extremely cold temperatures.

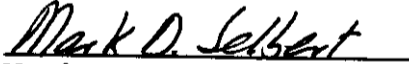
A careful review of the present claim and a thorough review of the entire record discloses no evidence of any violation of Rule 30 under these facts and circumstances.

AWARD:

The Claim is denied.


Robert L. Douglas
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Mark D. Selbert
Carrier Member

Dated: 5/14/01