

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 42758  
Docket No. MW-42723  
17-3-NRAB-00003-130391**

**The Third Division consisted of the regular members and in addition Referee Barry E. Simon when award was rendered.**

**(Brotherhood of Maintenance of Way Employees Division –  
IBT Rail Conference**

**PARTIES TO DISPUTE: (**

**(CSX Transportation, Inc. [Winston Salem Southbound  
(Railroad]**

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Brotherhood that:**

- (1) The Carrier violated the Agreement when it assigned or otherwise allowed two (2) CSXT railroad employes to perform Maintenance of Way work (inspection of bridges and crossties) at various locations including between Mile Post H 3.0 to Mile Post H 33.0 and between Mile Post W 0.0 to Mile Post W 87.3 on the Florence Division on July 18, 19, 20 and 21, 2011 instead of assigning WSSB-HPT&D covered Maintenance of Way employes D. Surratt and W. Carter thereto (System File B18863311/2012-106153).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimants D. Surratt and W. Carter shall each be compensated at their respective rates of pay for twenty-nine (29) hours at the straight time rate and three (3) hours at the overtime rate for the hours expended by the CSXT employes’ performance of the subject work.”**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

This case involves trackage of the Winston-Salem Southbound Railroad (WSSB), formerly the Winston-Salem Southbound, Highpoint, Thomasville & Denton Railroad (WSSB-HPT&D), which is now a part of CSX Transportation, Inc. (CSXT). The maintenance of way work on this territory is covered by the WSSB Agreement of December 27, 1991, and Claimants hold seniority under that Agreement. At the time of the claim, Claimant Surratt was assigned as a Trackman and Claimant Carter was assigned as a Machine Operator.

On the dates of claim, bridge inspections were performed in various areas on the WSSB by Carrier officials who are not covered by any collective bargaining agreement. The Organization argues that this work was reserved to maintenance of way employees covered by the WSSB Agreement and should have been assigned to the Claimants. The Carrier has denied that this is work covered by the Agreement's Scope Rule, and further asserts that Claimants were not qualified to perform bridge inspections.

It is the Organization's burden to establish that this was covered work. While the Agreement refers to the Bridge and Building Subdepartment and lists the various job classifications therein, there is no mention of Bridge Inspectors. Track Inspectors are mentioned in the Agreement, but the skills and knowledge required to perform bridge inspections are not the same as those required for track inspection. The mention of Track Inspectors, and not Bridge Inspectors, supports the conclusion that the parties recognized this difference and did not agree that bridge inspection is within the scope of the Agreement.

Furthermore, Rule 2 of the Agreement shows that the parties had recognized that certain work, in specific instances, may be performed by persons not covered by the Agreement when it requires special skills not possessed by the employees. The Organization has not denied that Claimants did not possess the skills required

to perform bridge inspections. Instead, it argues they did not have the skills only because the Carrier has not bulletined the jobs and trained employees for them. In the absence of any showing that the Carrier was obligated to bulletin jobs that are not provided for in the Agreement, we must reject this argument.

The Agreement was not violated when the bridge inspection was performed by employees not covered by the Agreement.

**AWARD**

Claim denied.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of September 2017.