

PUBIC LAW BOARD 2366

Brotherhood of Maintenance of Way Employees	:	
	:	
and	:	Award No. 82
	:	Docket No. 98
Illinois Central Gulf Railroad Company	:	

STATEMENT OF CLAIM

1. Claim on behalf of N. E. Scott for eight (8) hours plus any overtime paid on December 8, 13, 14, 15, 16, 19, 20, 21, 22, 1984 and January 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 1985, account train crews and welders allegedly cleared snow and ice from switches and road crossings.

2. Claim on behalf of N. E. Scott for eight (8) hours on each day from February 6, 1984, to March 11, 1984, account Track Inspector Murphy changes a broken rail.

3. Claim on behalf of N. E. Scott for all work done on the Amboy District from April 2, 1984, through May 2, 1984, because no section gang assigned to Amboy District.

OPINION OF THE BOARD

Certain jobs were abolished and employees were furloughed. They then claimed the right to perform work which was performed by other bargaining unit employees as well as individuals not covered by the collective bargaining agreement.

The Carrier contends that the Organization has failed to identify the claims at issue and that it has failed to submit any proof concerning alleged violations of the agreement. The Carrier also points out that the Claimant could have been working during the period of time in question, but voluntarily opted to refuse to exercise seniority after the furlough.

Basically, the case deals with the work of removing ice and snow from switches and road crossings. The Carrier asserts that said work has never been the exclusive work of any particular craft and certainly not maintenance of way employees, since train crews do this type of work incidental to their operation and welders consistently perform the work in question.

Regardless of the contention advanced by the Carrier that no specific claims have been set forth in the detail necessary to establish a viable dispute, we question that the evidence of record approaches the type of proof necessary to show that the work belongs to this maintenance of way employee or that there is a requirement that the work in the particular geographic area should have been distributed to these employees. Accordingly, we will deny the claim.

Findings

The Board, upon consideration of the entire record and all of the evidence finds:

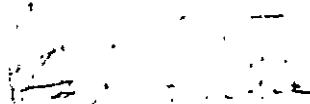
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.

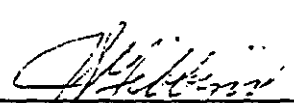
The parties to said dispute were given due and proper notice of hearing thereon.

AWARD

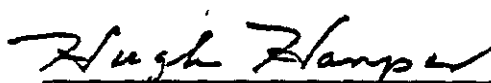
Claim denied.



Joseph A. Sickles
Chairman and Neutral Member



J. S. Gibbins
Carrier Member



Hugh Harper
Organization Member



Date