

AWARD NO. 149

Case No. 149

Organization File No. G33802912

Carrier File No. 2012-117360

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when the Carrier assigned Gang 5GD6 to perform rail repairs and maintenance duties on December 1, 2011 and failed to assign such work to Claimants A. Vasco, G. Ferguson, M. Spikes, D. Rae and E. Wright.
2. As a consequence of the violation referred to in Part 1 above, Claimants A. Vasco, G. Ferguson, M. Spikes, D. Rae and E. Wright shall now each receive eight (8) hours of pay at their respective time and one-half rates.

FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

On the date of claim, Claimants were all assigned to non-mobile (section) gangs on the Richmond Seniority Division. Production work was being performed in this territory by two mobile Service Lane Work Teams, namely Tie Team T-10 and Mobile Switch Tie Team 5DG6. It is undisputed that employees on the Mobile Switch Tie Team performed repairs on rail defects. The

Organization argues that this is work that should have been performed by Claimants as part of their regular duties on the non-mobile gang.

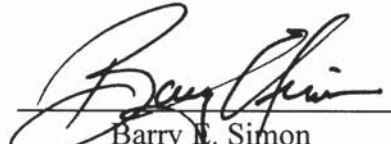


Based upon the record before us, the Board finds that the work performed consisted of repairing rail defects that were caused by the work that was being done by the Tie Team. These were not defects that existed before the production work that happened to be found by the Tie Team. Therefore, they were not defects that Claimants would have been repairing had the mobile gangs not been working in this territory. The work performed was directly related to the work assignment of the mobile production gang. The Board notes that the Organization is claiming compensation only for the overtime hours worked by the mobile gang; it does not seek compensation for the straight time hours worked. This suggests to the Board that the Organization does not dispute the right of the Carrier to assign this repair work to the mobile gang, at least during their regularly assigned work hours.

The applicable Agreement provision, Rule 17, Section 2, reads as follows:

When the work involved is of a specialized nature, such as production work, rail laying, tie installation, surface, etc., the gang ordinarily doing this type of work during the regularly assigned work period would be given preference for the continuation of this work outside of the regularly assigned work period with the employees of the gang being called in the order of their seniority, in the required job class. If other employees are needed to assist in the work, other production gang employees within the seniority district will be offered/called in the order of their seniority, in the required job class.

In accordance with this Rule, the Board finds it was not improper for the Carrier to utilize a mobile production gang to perform the work in question. The Agreement, therefore, was not violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member
Andrew Mulford
Employee Member
Rob Miller
Carrier Member

Dated: April 2, 2015
Arlington Heights, Illinois