

NATIONAL MEDIATION BOARD  
PUBLIC LAW BOARD NO. 7163

Brotherhood of Maintenance of Way )  
Employees Division, IBT Rail Conference )  
and ) Case No. 171  
CSX Transportation, Inc. ) Award No. 171

Statement of Claim

"Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when it assigned a Bridge and Building (B&B) gang to perform Track Department work (i.e., track dismantling) on July 25, 30, 31 and August 1, 2, 6, 7 and 8, 2012 and failed to properly assign the work to Track Department forces (Carrier's File 2012-130841 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimants J. Fields, W. Helton, J. Stanley, J. Davis, S. Jordan and C. Artrip shall now '... be paid apportioned hours (480) as that worked by the B&B employees and that they each be paid at the applicable straight time and overtime rates of pay.' (Employes' Exhibit 'A-1')."

Background

During the period of time covered by this claim (July 2012 - August 2012) Claimants were assigned to positions in the Track Department (TD) performing track maintenance duties including the dismantling of track and collection and distribution of track material.

According to the Organization, on the claimed dates the Carrier assigned B&B forces to remove spikes, plates, rail and other track material as well as spread rock to create a road in the area of dismantled track #6 in Phillips Yard. The claimed work is historically performed by TD forces. By assigning it to B&B forces, the Carrier violated Rule 1 and Rule 3, Section (h) which states employees "shall be assigned duties associated with their job class assigned by bulletin award."

The Carrier asserts that B&B forces worked alongside TD forces on this project; there were no lost work opportunities for B&B forces or TD forces as each performed the work of their departments. B&B forces performed work related to bridge and road and TD forces performed track work unrelated to the bridge. The Roadmaster's statement and Bridge Manager's statement establish that there was a bridge on track #6; the bridge crosses a creek; removing track from the bridge is B&B work. The Roadmaster also stated that TD forces collected the track material.

Findings

Public Law Board 7163, upon the whole record and all the evidence, finds that (1) the parties to this dispute are Carrier and Employes within the meaning of the Railway Labor Act as amended, (2) the

Board has jurisdiction over this dispute and (3) the parties to this dispute were afforded due notice of the hearing and participated in this proceeding.

Having reviewed the evidentiary record established by the parties in this proceeding, including the arbitral precedent relied upon by each party, the Board finds that the claim was timely and properly presented and handled by the Organization at all stages of appeal up to and including the Carrier's highest appellate officer.

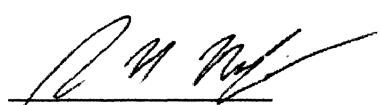
The Board finds, further, that the Organization has not met its burden of proof to establish rules violations as alleged. The work involved renewing a bridge leading to the yard office; this required dismantling track and rerouting the road into that yard office. The undisputed statements by the Bridge Manager (responsible for overseeing the B&B forces performing the claimed work) and the Roadmaster clarify the work performed by each department. B&B forces removed track from the bridge and road and TD forces collected the dismantled track materials. Work performed by forces in each department was properly allocated consistent with the terms of the Agreement. In view of these findings, the claim is denied.

Award  
Claim denied.



Patrick Halter  
Neutral Member

  
Rob Miller  
Carrier Member

  
Andrew M. Mulford  
Organization Member

Signed on this 26th day  
of January, 2016