

AWARD NO. 196  
Case No. 196

Organization File No.  
Carrier File No. 2013-142571

**PUBLIC LAW BOARD NO. 7163**

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

STATEMENT OF CLAIM:

1.     The Agreement was violated when, starting in 2013, the Carrier assigned time keeper duties for Surface Production Gangs ("SPG") to employees of other crafts and classes instead of properly bulletining and assigning such to Maintenance of Way forces, including Claimant J. Hayes.
2.     As a consequence of the violation referred to in Part 1 above, Claimant J. Hayes shall now receive compensation for all services he would have rendered as the SPG C-7 time keeper, commencing January 30, 2013 and continuing until the violation stops, in addition to all compensation earned while working on the gang.

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.

For the 2013 production season for System Production Gangs (SPGs), the Carrier decided to consolidate certain administrative functions and bulletined only four time keeper positions instead of the sixteen positions – one for each gang – it had bulletined in previous years. Each of the new

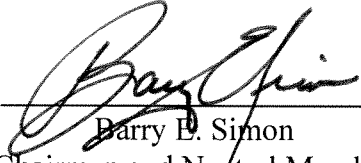
positions would be responsible for time keeping functions for four gangs. These positions were bulletined to and filled by employees covered by the BMW Agreement.

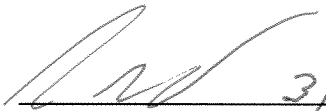
At the same time, the Carrier assigned duties other than time keeping, which had previously been performed by the gang time keepers, to members of the clerical craft, represented by the Transportation Communications Union (TCU). These duties include ordering materials, making hotel reservations for employees, scheduling work trains, tracking training records, and other administrative work.

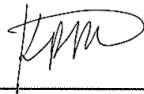
As for the time keeping duties, the Board finds that the work has remained within the Maintenance of Way craft. These jobs were created by Side Letter 2, File 6018-12 CSXT, dated September 28, 1993. We have been shown no limitation in either the Agreement or Side Letter 2 that would prohibit the Carrier from consolidating this work, thereby reducing the number of positions. We cannot find, therefore, that the bulletining of the time keeping positions was in violation of the Agreement.

With respect to the balance of the work, the record before the Board reflects the fact that such work has historically been performed by clerical employees and Carrier officials, in addition to Maintenance of Way employees, throughout the property. This work is not specifically mentioned in the Scope Rule as being reserved to the Maintenance of Way craft. The burden, then, is upon the Organization to establish that this is work which has been "customarily or traditionally performed by BMW employees." In the absence of the Organization showing that such work has been performed exclusively by its members, we cannot find the Carrier in violation of the Agreement.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

 3/31/16  
Andrew Mulford  
Employee Member

  
Rob Miller  
Carrier Member

Dated: February 23, 2016  
Arlington Heights, Illinois