

AWARD NO. 203
Case No. 203

Organization File No. H46701213
Carrier File No. 2012-139490

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, on January 21, 22, 23 and 24, 2013, the Carrier assigned Car Shop employees to plow snow along the right of way and parking lots at Mile Post CG2.6 on the Chicago Division and failed to offer or assign such to Maintenance of Way forces, including Claimant A. Patterson.
2. As a consequence of the violation referred to in Part 1 above, Claimant A. Patterson shall be compensated for forty (40) hours at his straight time rate of pay and twenty (20) hours at his overtime rate of pay.

FINDINGS:

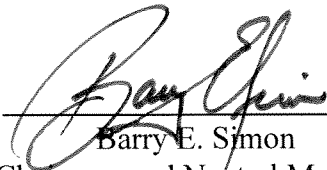
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

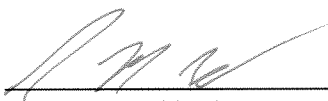
The Organization contends the Carrier, on the dates of claim, used Car Shop employees to perform snow removal work on the right of way and parking lots in the vicinity of the Grand Rapids Car Shop in Grand Rapids, Michigan. The Carrier has acknowledged that these employees operated snow plows in the parking lots, but denies that any such work was performed along the right of way

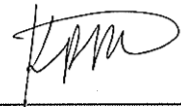
or on railroad tracks. It asserts Car Shop employees have, for a number of years, performed all snow removal in and around the car shop.

Based upon the record before us, we find no proof that there was any snow removal work performed by Car Shop employees on the right of way. We also find no evidence in the record that maintenance of way employees have historically done this work in the Shop area or the parking lot. Accordingly, for the reasons more fully expressed in Award No. 179, we do not find that the Agreement was violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: January 27, 2016
Arlington Heights, Illinois