

AWARD NO. 204
Case No. 204

Organization File No. H46701313
Carrier File No. 2012-139485

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 24, 2013, the Carrier assigned Welders D. Button and J. Leonard to operate a snow plow and plow snow along the right of way and sidings between Mile Posts CG 24 and CG 89 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 eight (8) hours at his straight time rate and two (2) hours at his overtime rate.

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 facts in this case are undisputed. On January 24, 2013 Claimant was assigned to a Track Inspector position and worked his regular assignment for eight hours. D. Button and J. Lehnert were assigned as Welders under the BMW Agreement, and each worked his assigned ten-hour day.

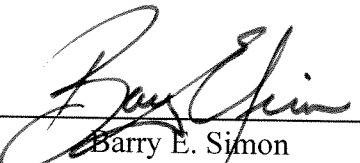
Instead of performing welding work, though, they spent their entire shift performing snow removal work. Because they are regularly assigned to work for ten hours, four days a week, they did not perform any overtime work.


It is the Organization's contention that this work should have been performed by Claimant rather than the welders. It bases its argument upon Rules 1, 3 and 17. Rule 1 describes the seniority classes and the primary duties of each class. Among the duties of machine operators, under Rule 1, is the operation of various snow removal equipment. Rules 3 and 17 dictate how temporary vacancies are to be assigned and how employees are given preference for overtime work, respectively. At the outset, we must find that Rule 17 is not applicable because the welders performed no overtime work. There is no indication that Claimant, had he been assigned to perform the snow removal, would have worked beyond the regular hours of his assignment.


The Scope Rule describes snow removal on track structures and right of way as being work reserved to BMWE members. This rule does not designate the work as being within the exclusive domain of any sub-department or single class of employees. While Rule 1 describes the work done by various classes of employees, it does not limit such work to only one class. Furthermore, the work of the craft is defined by the duties performed, and not by the tools used to perform that work. As this Board has noted in prior Awards, the use of snow plows is not limited to the maintenance of way craft. See, for instance, Award No. 179. Finally, we do not find that there was a temporary vacancy. This was one day of work and was not intended to become a bulletined position, as envisioned by Rule 3.

Based upon the entirety of the record before us, the Board finds that the Organization has not established that the Carrier violated the Agreement.

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