

AWARD NO. 277

Case No. 277

Organization File No. G31821313

Carrier File No. 2013-151486

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 July 28, 2013, the Carrier assigned Bridge and Building (B&B) Department employees to perform Track Department work of cutting trees from locations along the right of way at or in the vicinity of Mile Post CA 333.0 within the Clifton Forge Seniority District.
2. As a consequence of the violation referred to in Part 1 above, Claimants T. Sexton, E. Capps, J. Nicely and R. Brown shall now each be compensated eleven (11) hours at their respective rates of pay in effect on the date claimed.

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, it was necessary to remove downed trees around a slide detector fence on the Clifton Forge Seniority District, and the work was performed by employees of the Bridge and Building (B&B) Department. The Organization argues this work is reserved to Track Department employees, and should have been performed by Claimants.

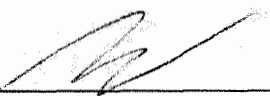
The Carrier agrees that the removal of trees is work performed by employees covered by the Agreement, but denies it is reserved to Track Department employees. Instead, it argues the work was necessary to perform repair and maintenance to the fence, which the Organization acknowledges is B&B Department work.


There is nothing in the Agreement specifically addressing the cutting and removal of trees, whether in connection with fences or track. The Organization insists this work has been historically performed by Track Department employees, and not by B&B Department employees. As evidence, it has submitted a statement by L. W. Anglin, a forty-year employee who performed the work, stating that slides are to be cleaned up by the Track Department before the B&B employees repair the fence.

The Board does not find this statement by a single employee sufficient to establish that the work has been performed exclusively by Track Department employees. The Organization, therefore, has not proven that the Agreement was violated in this case.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Katrina Donovan
Carrier Member

Dated: 1/9/18
Arlington Heights, Illinois