

AWARD NO. 481

Case No. 481

Organization File No. LON402219

Carrier File No. 19-61027

PUBLIC LAW BOARD NO. 7163

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

STATEMENT OF CLAIM:

1. The Agreement was violated when the Carrier assigned Communications Department employees to perform Bridge and Building (B&B) Department work building and assembling two (2) picnic tables in Avon Yard in the vicinity of Mile Post QS 9.4, on January 22, 2019, instead of assigning B&B Subdepartment employee J. Wagner thereto (System File LON402219/19-61027 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Wagner shall now be compensated for '... four (4) hours at his respective straight time rate of pay. Also, that all time be credited towards vacation and retirement. ***' (Employees' Exhibit 'A-1').

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.

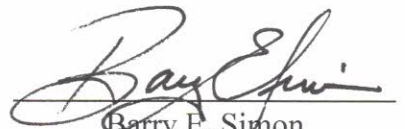
On January 22, 2019, while Claimant was assigned as a B&B Mechanic on the Southwest Seniority District, two Communications Department employees at Avon Yard bolt down two picnic tables that had been assembled by Signal Department employees. (See Award No. 480)

The Organization argues this work, which took two hours, or a total of four hours, to perform, was work that is reserved to the BMW-represented employees. It cites the Scope Rule, reading, in pertinent part, as follows:

The following work is reserved to BMW members: all work in connection with the construction, maintenance, repair, inspection or dismantling of track, bridges, buildings, and other structures or facilities used in the operation of the carrier in the performance of common carrier service on property owned by the carrier. This work will include . . . rough and finish carpentry work; concrete and masonry work . . . and other work customarily and traditionally performed by BMW represented employees.

It is the Board's conclusion that the Organization has not shown that the work performed by the Communications Department employees involved "track, bridges, buildings, and other structures." Nor has the Organization shown that there has been a long-standing, system-wide practice of its members bolting down picnic tables to the exclusion of all other Carrier employees. This is not to say that the Carrier may not assign this work to B&B employees; it just does not have to do so. The Agreement was not violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Ross Glorioso
Employee Member


John Nilon
Carrier Member

Dated: 1/11/2022
Arlington Heights, Illinois