

PUBLIC LAW BOARD NO. 7163

CASE NO. 563

AWARD NO. 563

Brotherhood of Maintenance of Way Employees Division)
of the International Brotherhood of Teamsters)

and)

CSX Transportation, Inc.)

Claimant File: 20-77545)

BMWE File: J-20-17-CSX-024)

**Arbitration Decision
and Award**

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it called and assigned Track Inspector J. Larose to perform overtime work making a repair on the #4 switch, east departure track in Dewitt Yard of the Albany Service Lane, Dewitt, New York, Mile Post QC 283.3 on April 4, 2020 and failed to call and assign Trackman C. Kratzer (System File J-20-17-CSX-024/20-77545 CSX).
2. As a consequence of the violation referred to in Part (1) above, Claimant C. Kratzer shall now be compensated for four (4) hours at his respective overtime rate of pay.”

II. FINDINGS

On April 4, 2020, the Carrier called Track Inspector, J. Larose (234947) to make a repair on the #4 switch, east departure track in Dewitt Yard, of the Albany Service Lane, Dewitt New York, MP QC, 283.3. Mr. LaRose is the bid in yard inspector. Taking calls and making minor repairs are his customarily and ordinarily performed duties. The Claimant, who was senior in the Trackman classification, was not offered the work, which included the use of basic hydraulic and hand tools.

Track Inspectors regularly take remedial actions, including making minor repairs when completing inspections, and are regularly called to inspect both unknown or known issues that are reported via the helpdesk.

III. POSITIONS OF THE PARTIES

Organization's Position

The Organization argues that the Claimant was fully available to perform the track repair, and therefore Rule 17 applied. The Claimant was the senior employee and customarily performed this work, and therefore should have been given preference over the track inspector.

Carrier's Position

The Carrier asserts the parties' Track Inspector Agreement allowed Mr. LaRose to inspect and repair the switch. He was the yard inspector responsible for that yard and had the skills and authority to do the work. While the Claimant, a trackman, was also qualified due to the nature of the repair, the Carrier had the discretion to choose who was assigned to the job.

The Carrier argues that while there is joint jurisdiction over the work, nothing in the record indicates that the Claimant had priority.

IV. DECISION

There is no dispute about the facts in this case. This Board, after consideration of the dispute identified above, orders that an award favorable to the Carrier be made. While it is understood that there is joint jurisdiction to perform the type of work described in the claim, it is apparent from the record that Mr. LaRose was called to inspect a switch at the defined location. Under the 1999 Agreement, the parties agreed that, where there is an inspection and needed repair, the Inspector may perform that work. In this case, Mr. LaRose was called to inspect switch #4 and upon inspection, made the repair. The Claimant is not an inspector and his job description did not include inspection work. Therefore, he could not have been called on to do the inspection of the switch. Based upon the above, the Board finds no violation of the Agreement.

V. AWARD


The claim is DENIED.



Casey Summers
Organization Member



John Ingoldsby
Carrier Member



Sheila Mayberry, Chair and Neutral Member
December 13, 2024