

PUBLIC LAW BOARD NO. 7163

CASE NO. 576

AWARD NO. 576

Brotherhood of Maintenance of Way Employees Division)	
of the International Brotherhood of Teamsters)	
)	
and)	Arbitration Decision
)	and Award
CSX Transportation, Inc.)	
)	
Carrier File:20-48581)	
BMWE File: NAS401720)	

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 Machine Operator T. Anderson to perform vehicle operator duties (snow duty) on the Nashville Terminal Seniority District, Nashville Division beginning on February 14, 2020 and continuing into February 15, 2020 and failed to call and assign Mr. J. Jones thereto (System File NAS401720/20-48581 CSX)
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Jones shall now be compensated for twelve and one-half (12.5) hours at his respective overtime rate of pay.”

II. RELEVANT CONTRACT ARTICLES AND RULES

RULE 1 - SENIORITY CLASSES, Track Department, C.1, C.2, D

RULE 3 - SELECTION OF POSITIONS, Sections 1 and 3(h)

RULE 4 - SENIORITY, Section 1(a), Section 2(a)2

RULE 17 - PREFERENCE FOR OVERTIME WORK, Section 1(a) and 1(b)

III. FACTS

On Friday, February 14, 2020, the Carrier assigned T. Anderson (T.A.) to perform overtime snow watch duty, which continued into Saturday, February 15, 2020. The Claimant is a Vehicle Operator with rest days on Saturday and Sunday. He was not called into work on either day.

In his reply to the claim, Track Supervisor Andrew Thomas stated in an email on August 20, 2020, that T.A. was called in for snow watch to crib any frozen switches with a backhoe.

The Organization submitted a statement by Jeremy Ratcliff, dated June 6, 2021. He related that on February 14, 2020, he and T.A. performed “snow duty/watch.” He stated that neither of them operated or intended to operate any machinery and had never done so on snow watch in the past. He also stated that T.A. performed vehicle operator duties, and explained that this was the work ordinarily and customarily performed by the Claimant.

IV. POSITIONS OF THE PARTIES

Organization’s Position

The Organization contends that the Carrier violated Rule 17 when it failed to call in the Claimant, a Vehicle Operator, for snow watch on the relevant days. It avers that he was qualified and available to perform snow watch. The Organization contends that no backhoe was used during the overtime assignment and there was no reason to believe that a backhoe would have been needed.

The Organization cites Mr. Ratcliff’s first-hand account of what occurred on the relevant days and verified that the work did not call for a backhoe. It also cites his statement that past snow watch duty never required the use of a backhoe and that the work on the relevant days was ordinarily performed by the Claimant.

Carrier’s Position

The Carrier states that T.A. was called in for snow watch to crib any frozen switches using a backhoe. Since T.A. was assigned as a Machine Operator, which included the use of a backhoe, he was the proper employee to be called and offered the snow watch work.

The Carrier also argues that snow removal was not the Claimant's normal and customary assignment and was not reserved or exclusively assigned to the vehicle operator position. It asserts that the Claimant did not ordinarily and customarily perform this type of work during his regularly assigned work period, and no other employees were required to assist. It avers that the Claimant had no claim to

the hours worked because he was assigned to a Vehicle Operator position, which had no demand right for the backhoe work.


V. DECISION


The Board, upon the whole record and on the evidence, finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties were given due notice of the hearing.


After reviewing the record, the Board finds insufficient evidence to uphold the Organization's claim. According to Section C.2 of Rule 1, Machine Operators can use a variety of moving equipment during a snow event to remove ice and snow, indicating that snow watch duty is not reserved or exclusive to the Vehicle Operator position. Therefore, the Claimant did not have an exclusive right to the overtime work.

VI. AWARD

The Claim is DENIED.



Casey Summers
Organization Member

John Ingoldsby
Carrier Member

Sheila Mayberry, Chair and Neutral Member
December 13, 2024