

PUBLIC LAW BOARD NO. 7163

CASE NO. 593  
AWARD NO. 593

Brotherhood of Maintenance of Way Employees  
Division - IBT Rail Conference

and

CSX Transportation, Inc.

Claimant: J. Wilder, et al

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STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when, beginning on November 16, 2020 and continuing daily thereafter, it assigned fifteen (15) managers of System Production Gangs (SPG) to perform the duties of timekeeper and failed to call and assign employees J. Wilder, C. Brinson, A. Winsett and L. Harris thereto (System File SPG800421/21-13984 CSX).
  2. As a consequence of the violation referred to in Part 1 above, Claimants J. Wilder, C. Brinson, A. Winsett and L. Harris shall now ‘... each be paid seven-hundred-thirty-five (735) hours of straight time and one-thousand-four-hundred-seventy (1470) hours of overtime at the proper Timekeeper rate of pay and that all time be credited towards vacation and retirement for the Claimant (sic). \*\*\*’ (Employees’ Exhibit ‘A-1’).”
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FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within meaning of the Railway Labor Act, as amended, this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and the parties were given due notice of the hearing held.

The Organization contends that the Carrier violated the Agreement when it assigned fifteen managers of System Productions Gangs (SPG) to perform the work of reporting payroll, production reports and similar administrative duties associated with SPG into the payroll system and other computer networks of the Carrier. The primary focus of this claim is payroll corrections. The Organization asserts that the payroll corrections at issue in this claim are 1) work that is reserved to BMW employees by Agreement, and 2) work that has been ordinarily and customarily performed by BMW employees. The Claimants were available, fully qualified, and willing to perform the claimed work had the Carrier afforded them the opportunity to do so.

The parties' Scope Rule reads in relevant part: ". . . The following work is reserved to BMW members: . . . and maintenance and any other work customarily or traditionally performed by BMW employees. . . ." The parties' Side Letter No. 2, dated September 18, 1993, provides in relevant part: ". . . In the amended agreement reached today we established a new position of SPG Assistant Foreman Time Keeper. . . ."

In support of its position, the Organization provided logs, emails, and work records showing that BMW Timekeepers made payroll corrections between 2019 and 2021.

The Carrier maintains that System Production Team Managers have historically performed this work, along with the BMW Timekeepers. In support of this position, the Carrier provided an email from Senior Manager Non-Op Payroll, who worked with the Carrier's prior payroll system on the Carrier's mainframe as well as with the Carrier's current payroll system, TIMEtrax. BMW employees transitioned from the prior payroll system to the current system between 2018 and 2020. The Manager stated that under the previous and current payroll systems, all union and management employees were able to submit payroll corrections. This statement was supported by records

showing a manager initiated hundreds of payroll corrections between 2012 and 2020. This evidence shows that payroll corrections were not performed exclusively by the BMW.

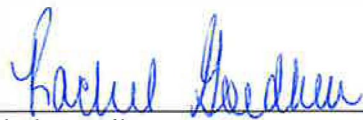
This finding is consistent with previous Board awards. *See* Public Law Board 7163, Award No. 176 (Simon, 2019):

As for the time keeping duties, the Board finds that the work has remained within the Maintenance of Way craft. These jobs were created by Side Letter 2, File 6018-12 CSXT, dated September 28, 1993. We have been shown no limitation in either the Agreement or Side Letter that would prohibit the Carrier from consolidating this work, thereby reducing the number of positions. We cannot find, therefore, that the bulletining of the time keeping positions was in violation of the Agreement.

With respect to the balance of the work, the record before the Board reflects the fact that such work has historically been performed by clerical employees and Carrier officials, in addition to Maintenance of Way employees, throughout the property. This work is not specifically mentioned in the Scope Rule as being reserved to the Maintenance of Way craft. The burden, then, is upon the Organization to establish that this is work which has been "customarily or traditionally performed by BMW employees." In the absence of the Organization showing that such work has been performed exclusively by its members, we cannot find the Carrier in violation of the Agreement.

AWARD:

The claim is denied.



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Rachel Goedken  
Neutral Referee  
Dated:



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Casey Summers  
Employee Member  
Dated:



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John Ingoldsby  
Carrier Member  
Dated: 11 February 2025