

PUBLIC LAW BOARD NO. 7163

CASE NO. 606  
AWARD NO. 606

Brotherhood of Maintenance of Way Employees  
Division - IBT Rail Conference

and

CSX Transportation, Inc.

Claimant: C. Stevens

---

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when, on June 22, 2020, the Carrier assigned employees R. Goddard and G. Paige (Carmen) to install and replace air line, hoses and gladhands at the QI 73.22 in Crestline, Ohio and failed to offer and assign employee C. Stevens thereto (System File GLK 905120/20-85143 CSX ).
  2. As a consequence of the violation referred to in Part 1 above, Claimant C. Stevens shall now ‘... be compensated Sixteen (16) Hours Straight Time, at his respective rate of pay, and all time be credited to vacation and retirement, account of the carrier’s violation of the rules of the working agreement and this obvious loss of work opportunity.’ (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 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.

Claimant, C. Stevens, was assigned and working as a plumber on the Columbus Seniority District. The Organization contends that Claimant, rather than two carmen, should have installed and replaced the air line, hoses, and gladhands at the road crossing.

The Organization relies on the Scope Rule, which provides in relevant part:

The following work is reserved to BMW E members: all work in connection with the construction, maintenance, repair, inspection or dismantling of tracks, 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 carrier. This work will include . . . **and other work customarily or traditionally performed by BMW E represented employees.**

The record before the Board shows that the contested work has not been performed by BMW E employees to the exclusion of other crafts or contractors. Rather, SMART mechanical employees are regularly assigned to this area and this type of work. The rubber air line is regular work for the car department employees. The car department stocks the item for their regular inventory. Based on this record, the Carrier has not violated the Agreement.

AWARD:

Claim is denied.



Rachel Goedken  
Neutral Referee  
Dated: Feb 11, 2025



Casey Summers  
Employee Member



John Ingoldsby  
Carrier Member