

AWARD NO. 146

Case No. 146

Organization File No. Rosarioc.012

Carrier File No. 2012-120151

PUBLIC LAW BOARD NO. 7163

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

STATEMENT OF CLAIM:

1. The Agreement was violated when the Carrier assigned junior or out of class employees J. Carrick, R. Austin, J. Durkin and S. Swanson to perform switch cleaning work (snow and ice) in and around Ashtabula, Ohio on January 21, 2012 and failed to assign such work to Claimant J. Rosario.
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Rosario shall now be compensated for twelve (12) hours overtime pay.

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.

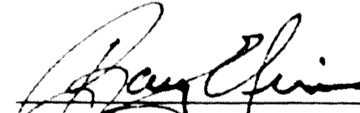
In preparation for a snow storm during the weekend, Roadmaster Brammell, on Friday, January 20, 2012, attempted to schedule employees to work overtime on twelve-hour shifts. Because Claimant had worked a significant amount of overtime during the prior nights, he informed Brammell that he did not want to work the Friday night shift, but would like to work during the day


on Saturday and Sunday. Brammel subsequently posted an overtime schedule that assigned Claimant to work from 0800 to 2000 on Saturday and Sunday. Claimant did not report for work on either day. The Organization has filed this claim on the basis that Claimant was not notified of the overtime work, as required by the Agreement.


Inasmuch as the Carrier assigned Claimant to perform the work in question, it has tacitly acknowledged that it was his work. If the Carrier assigned it to him, but he did not show up, Claimant would have no claim. In this case, a unique set of facts leads us to the conclusion that the Carrier did not properly notify Claimant that he was being assigned the work. When Brammel asked Claimant if he was interested in working overtime, Claimant gave him his preferences. That, however, did not constitute assigning him to the work. The work assignments were not given out to the employees until Brammel posted the overtime list before the end of the regular tour of duty at 3:30 pm. Claimant, however, was not there. The Organization has asserted that Claimant, after working all night on January 19, left work around 8:00 or 9:00 am and did not return that day. It says Brammel was informed by Claimant that he was going home. This has not been refuted by the Carrier. Consequently, Claimant never had an opportunity to see the overtime list. Posting the list may have been an effective way of assigning the work to the employees who were there, but because Claimant was not, he had a right to be called for the work. The failure to do so constituted a violation of the Agreement.

Claimant is entitled to be compensated for the overtime hours he lost on January 21, 2012. The Carrier is directed to make the payment.

AWARD: Claim sustained. The Carrier is directed to comply with this Award within forty-five days.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: September 4, 2014
Arlington Heights, Illinois