

AWARD NO. 156
Case No. 156

Organization File No. S21703112
Carrier File No. 2012-124300

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERTHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when the Carrier assigned junior employe W. Howell to perform overtime work beginning on March 5, 2012 and continuing without calling and assigning the work to Claimant D. Neuspickel.
2. As a consequence of the violation referred to in Part 1 above, Claimant D. Neuspickel shall now be allowed all overtime hours made by Mr. Howell, beginning on March 5, 2012, and continuing until the violation stops, at his respective overtime rate of pay.

FINDINGS:

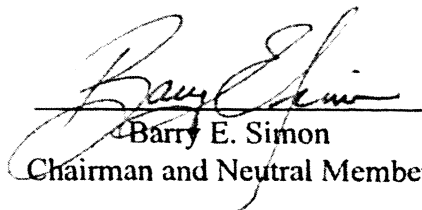
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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


Starting on March 5, 2012, the Carrier assigned Machine Operator W. S. Howell to operate a vehicle to transport water for ballast regulators being used by Gang 5NCT. Claimant, who is senior to Howell, claims he should have been assigned this work at overtime. The Carrier has denied the


claim, asserting that Howell performed the work at straight time and there was no reason to pay Claimant overtime to perform this work.

The record indicates that the operation of the vehicle in question had not been assigned to any particular employee. Further, it is indicated that the operation of the vehicle was incidental to the operation of the ballast regulators. The Organization's basis for the claim is that any overtime work involved in the operation of the vehicle should have been assigned on the basis of seniority. While that may be true, the Carrier has denied the work was done on overtime, and the Organization has failed to demonstrate otherwise. Accordingly, we cannot find that the Agreement was violated when Howell performed the work. As we noted in Award No. 154, had the parties produced evidence to support their respective positions during the handling of this claim on the property, it might not have progressed this far.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: September 26, 2014
Arlington Heights, Illinois