

AWARD NO. 158
Case No. 158

Organization File No. B11148212
Carrier File No. 2012-123320

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 employee D. Hester to perform overtime Bridge and Building (B&B) work on March 30 and 31, 2012 and failed to assign such work the Claimant C. Burnham.
2. As a consequence of the violation referred to in Part 1 above, Claimant C. Burnham shall now be compensated seventeen (17) hours of overtime at the respective 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.

On the dates of claim, the Organization asserts Claimant held seniority as a Bridge Foreman in the B&B Department on the MNO&P Seniority District, and was regularly assigned as a Bridge Foreman on Team 6AP9. Although the Carrier does not dispute Claimant's seniority status, it avers he was, at this time, a Facilities Department employee who would not be permitted to perform bridge

work. The Organization argues Claimant should have been used to perform rest day overtime work on bridge repairs in the vicinity of Mile Post 000550.9 near Baymanette, Alabama. Instead, it says the Carrier used D. Hester, who is junior to Claimant as a Foreman in the B&B Department.

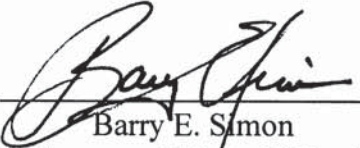
The Organization asserts Hester is regularly assigned as a Safety Representative. The Carrier acknowledges that he is the Atlanta Bridge Department Safety Coordinator, but denies this is a regular assignment. We find that his role as a Safety Coordinator is an incidental assignment and does not affect his regular assignment as a Bridge Foreman. We also find that on the dates of claim, Hester was assigned as a Foreman on Gang 6A69, a mobile (non-headquartered) gang with rest days on Friday, Saturday and Sunday. Finally, we find, based upon the record before us, that Claimant was assigned to a non-mobile (headquartered) gang. The record indicates that his rest days were also Friday, Saturday and Sunday.


The record before the Board establishes that the work that was being performed on the rest days of both Claimant and Hester was work that would have been performed by Hester's mobile gang had it been done on the scheduled days of his assignment. Thus, we find that Rule 17, Section 2 governs the assignment of the work. It states:

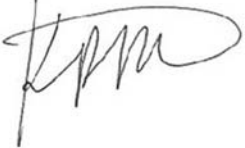
When the work involved is of a specialized nature, such as production work, rail laying, tie installation, surface, etc., the gang ordinarily doing this type of work during the regularly assigned work period would be given preference for the continuation of this work outside of the regularly assigned work period with the employees of the gang being called in the order of their seniority, in the required job class. If other employees are needed to assist in the work, other production gang employees within the seniority district will be offered/called in the order of their seniority, in the required job class.

As Claimant had no right to this work under Rule 17, we must find that the claim before us is without merit. It is, therefore, denied.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: April 2, 2015
Arlington Heights, Illinois