

AWARD NO. 180

Case No. 180

Organization File No. B16153712

Carrier File No. 2012-133235

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 CSX inappropriately assigned junior employee R. McCarty to perform track inspector duties on August 29, 30, 31 and September 4, 5, 6, 7, 8, 10 and 11, 2012 on the Jacksonville Division and failed to offer or assign Claimant M. Bass.
2. As a consequence of the violation referred to in Part 1 above, Claimant M. Bass shall now be allowed fifty-four (54) overtime hours.

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.

The instant claim arose because track inspection duties were performed by employee R. S. McCarty, who is junior to Claimant. Both employees are assigned as Track Inspectors on the Jacksonville Division, but work different hours. Claimant is assigned to work Sunday through Wednesday, while McCarty is assigned to work Wednesday through Saturday. The record before

the Board shows that the work performed by McCarty on August 30 and 31, and September 6, 7 and 8 was continuous with his own assignment and that Claimant was on his rest day. Even though September 7 was his rest day, Claimant was called in to work and was compensated for eleven (11) hours of overtime. Records also show that both employees worked their regular assignments on August 29, and McCarty earned six (6) hours of overtime.

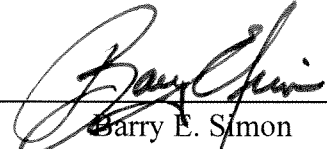
On Tuesday, September 4, Monday, September 10, and Tuesday, September 11, Claimant worked his regular work day, and McCarty also worked. On each of those dates, it turned out that McCarty worked one (1) hour more than Claimant. The Carrier asserts it would not have known in advance which employee would accrue more overtime on each date. Nevertheless, the Carrier had offered to compensate Claimant for the one (1) extra hour of overtime on each of these three dates.

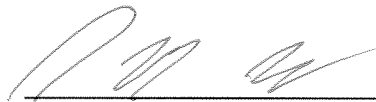
The Organization argues the Carrier should have called Claimant, by virtue of his seniority, to perform the overtime work which was performed by McCarty. It asserts he was available for service, qualified and willing to work on these dates had he been offered the work. The Organization cites the provision in Rule 17, Section 1, stating, "When work is to be performed outside the normal tour of duty that is not a continuation of the day's work, the senior employee in the required job class will be given preference for overtime work ordinarily and customarily performed by them."

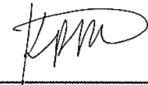
It is the Board's conclusion that when McCarty was working overtime in continuation with his regular assignment, the Organization has not met its burden of showing that Claimant was the appropriate employee to call for the work. With respect to the claims for September 4, 10 and 11, 2012, which were Claimant's regularly assigned work days, but were not McCarty's regular work days, we will award Claimant a payment of one (1) hour at the overtime rate for each date solely

because of the unique circumstances in this case. This Award shall not be cited as a precedent in future cases.

AWARD: Claim sustained in accordance with the above Findings. 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: January 27, 2016
Arlington Heights, Illinois