

AWARD NO. 193
Case No. 193

Organization File No. I59700513
Carrier File No. 2013-138458

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, on January 5, 2013, the Carrier assigned Roadmaster G. Church and Track Inspector K. O'Neal to perform overtime track maintenance and repair work (operating a tamper, tamping rough track) between Mile Posts OOJ 118.8 and 119.0 near Bridgeport, Alabama on the Nashville Division and failed to offer such overtime opportunity to Claimants D. Fults, L. Timbs and J. Brown.
2. As a consequence of the violation referred to in Part 1 above, Claimants shall now be compensated for an equal proportionate share of fourteen (14) hours at their respective overtime rates 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.

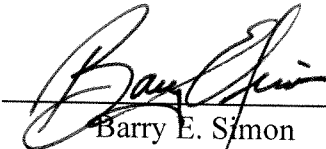
The record reflects that Roadmaster G. Church and Track Inspector K. O'Neal were involved in tamping work performed on Saturday, January 5, 2013. Claimants, at the time, were assigned as Machine Operators. Because this was Machine Operator work, the Organization argues that they

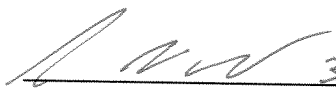
should have been called to perform it on overtime. It asks, therefore, that the fourteen hours spent by the two employees be allocated among the three Claimants and paid at their respective overtime rates.


The Carrier has denied the claim citing two reasons. First, it denies the Roadmaster performed any bargaining unit work. At most, it says he spotted for Track Inspector O'Neal as he removed the tamper from the siding. It denies Roadmaster Church was involved in the operation of the tamper and notes it cannot hold two employees. Secondly, it asserts Claimants are mobile employees. As a non-mobile employee, the Carrier contends O'Neal had priority for this work under Rule 17 of the Agreement.

Based upon the record before us, we cannot find that Roadmaster Church performed any covered work. His work consisted of supervision. If any work was performed, it was *de minimus* and did not require calling another employee to perform it. Furthermore, we agree that mobile employees would not have priority for the work performed by Track Inspector O'Neal. This was the position taken by the Organization in Award No. 155 of this Board. However, the record reflects that the Carrier took the defense that Claimants were mobile employees only with respect to Claimants Fults and Timbs. It never argued that Claimant Brown was not entitled to the work. Inasmuch as it had never denied Claimant Brown was the appropriate employee to call for the overtime work, we must find that he is entitled to be paid for the hours worked by Track Inspector O'Neal. Accordingly, we will direct that the Carrier compensate him for seven hours at the overtime rate. The claims on behalf of Claimants Fults and Timbs are denied.

AWARD: Claim sustained in accordance with the above Findings. Carrier is directed to comply with this Award within 45 days.


Barry E. Simon
Chairman and Neutral Member

 3/31/16
Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: February 23, 2016
Arlington Heights, Illinois