

AWARD NO. 332
Case No. 332

Organization File No. B17907616
Carrier File No. 2016-207216

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 April 22, 23 and 29, 2016, the Carrier assigned junior employee B. Spivey to perform overtime service with Gang 5F17 (material truck operation and distribution of material) on the Florence Service Lane (System File B17907616/2016-207216 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant B. Benton shall now be ‘... compensated Fifty Two and One Half (52 ½) Hours Overtime worked by 5F17, at his respective rate of pay, and all time be credited to vacation and retirement, account of the carrier’s violation of the rules of the working agreement and this obvious loss of work opportunity.’ (Employees’ Exhibit ‘A-1’).”

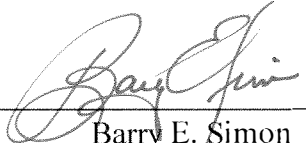
FINDINGS:

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.

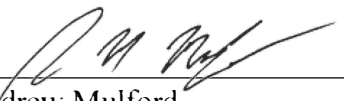
On the dates of claim, the Organization asserts the Carrier assigned overtime work hauling and distributing material using a material truck to employee B. Spivey. It argues that this work should have been offered to Claimant because it was work he ordinarily performed on his assignment.

The Board has reviewed the record before it and concludes that the Organization has not met its burden of proving that a violation of the Agreement occurred.

AWARD: Claim denied.



Barry E. Simon
Chairman and Neutral Member



Andrew Mulford
Employee Member



Katrina Donovan
Carrier Member

Dated: 2/4/19
Arlington Heights, Illinois