

AWARD NO. 528

Case No. 528

Organization File No. L63102919

Carrier File No. 19-86074

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 Carrier violated the Agreement when, beginning on August 24, 2019 through September 20, 2019, it assigned junior employee B. Reckart to perform overtime excavator and surfacing work in the vicinity of Lima, Ohio at the North End Wapa-koneta to SW Cabin and failed to offer or assign the temporary machine operator position to senior employee T. Powell (System File L63102919/19-86074 CSX).
2. As a consequence of the violation referred to in Part (1) above, Claimant T. Powell shall now be compensated for one hundred seventy-three (173) hours overtime at his respective rate of pay.

FINDINGS:

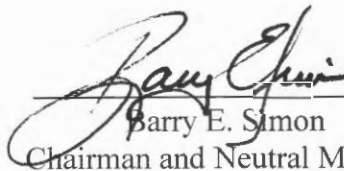
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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


The Organization has filed this claim, asserting that the Carrier had changed the scheduled work hours of Team 5LY3 to 2:00 pm to 12:30 am during the period from August 24 through September 20, 2019. During this time, says the Organization, the Carrier required overtime services

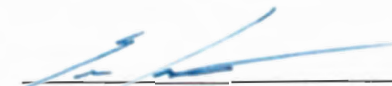
of a machine operator to perform excavator and surfacing work in the vicinity of Lima, Ohio. It says Brett Reckert, who is junior to Claimant, was utilized for this overtime work. Asserting that Claimant should have been used for the overtime, the Organization asks that he should be paid the overtime compensation paid to employee Reckert.

According to the Carrier, the two employees were working on the same team performing surfacing work. The difference is that employee Reckert was regularly assigned as a Track Inspector on a Wednesday through Saturday schedule. On Sunday, Monday, and Tuesday, his rest days, he was used to operate the Tamper on Claimant's team. During this time, Claimant was working his regularly assigned hours. Consequently, employee Reckert was entitled to be compensated at the overtime rate, while Claimant was properly compensated at the overtime rate only for the hours he worked in excess of eight hours. The Board can understand Claimant's dissatisfaction with performing the same work as another employee, but earning only two-thirds as much. We cannot, however, find that either employee was improperly compensated under the terms of the Agreement.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Ross Glorioso
Employee Member


Eric Caruth
Carrier Member

Dated: 9/29/22
Arlington Heights, Illinois