

PUBLIC LAW BOARD NO. 7163

CASE NO. 564

AWARD NO. 564

Brotherhood of Maintenance of Way Employes Division)	
of the International Brotherhood of Teamsters)	
)	
and)	Arbitration Decision
)	and Award
CSX Transportation, Inc.)	
)	
Carrier File: 20-57495)	
BMWE File: APP701120)	

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when, beginning on January 17, 2020, and continuing until the violation stops, the Carrier assigned Supervisor D. Thompson to work as a foreman in the Bridge Shop, instead of offering and assigning Mr. J. Adams, who was the bid in Bridge and Building (B&B) Foreman on Gang 3X02 in the Barbourville Bridge Shop, thereto (System File APP701120/20-57495 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Adams shall now be compensated for all hours worked by Supervisor Thompson while performing foreman duties beginning on January 17, 2020, and continuing until the violation stops.”

II. FACTS

On January 17, 2020, the Carrier assigned Bridge Shop Supervisor D. Thompson to the Barbourville Bridge Shop while Maintenance of Way Employee S. Blankenship performed duties.

On March 2, 2020, Mr. Blankenship, a Machine Operator, submitted a statement as follows:

This is my statement to verify that I worked on the dates of January 17, 24, and February 7, 2020 at the CSX Barbourville Bridge Shop. On these dates, it was

only myself and the plant manager working. There was no foreman present to assist or direct on those days.

On September 24, 2020, an email from Wesley Clark, Plant Manager, to Jacob Metcalf, Director of Bridge Construction, stated the following:

The overtime in question for claimant J. Adams 223013, was not performed by a supervisor. The supervisor was merely there as a safety precaution as it is an unwritten safety practice at the Barboursville Bridge Shop to have two individuals in the shop when equipment is operating. The only work performed was operating machinery which was done by S. Blankenship 224437 who was the most senior qualified operator within the proper work group that wanted to work the overtime. As stated previously the overtime was only for a machine operator which was offered and filled as per the agreement. Across the CSX system regularly scheduled and overtime work is performed without the requirement of a foreman being present. I don't see this situation being any different as the overtime work being performed was conducted by the specific job class and work group and all CSX employees are required to be able to conduct a job briefing as per Safeway Rule 2002.

IV. POSITIONS OF THE PARTIES

Organization's Position

The Organization avers that the Carrier violated the Agreement when it assigned Bridge Shop Supervisor Thompson to perform the B&B Foreman work in the Barboursville Bridge Shop rather than offering the overtime work to the Claimant, who ordinarily and customarily performs this exact work.

Carrier's Position

The Carrier argues that the Organization did not meet its burden to prove that the Carrier violated the Agreement. It asserts that no evidence was introduced in the record to support the assertion that a foreman should have been assigned, asserting that no work was performed that required the assignment of a foreman and that the Carrier has managerial discretion with regard to foreman duties.

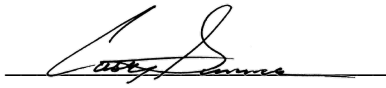
V. DECISION

The Board finds that the work at issue, overseeing the machine operator's work, includes


ensuring safety is maintained. However, because the plant manager was on site while Mr. Blankenship performed his duties, no foreman was required to be present. The Carrier has managerial discretion to assign work and, in this case, concluded that the Plant Manager was sufficient to have on site.

VI. AWARD

The claim is DENIED.



Casey Summers
Organization Member



John Ingoldsby
Carrier Member



Sheila Mayberry, Chair and Neutral Member
December 13, 2024