

**PUBLIC LAW BOARD NO. 7163
CASE NO. 614
AWARD NO. 614**

**Brotherhood of Maintenance of Way Employees Division) of
the International Brotherhood of Teamsters)**

and)

CSX Transportation, Inc.)

Carrier File: 21-18095)

BMWE File: CHI 303621)

**Arbitration Decision
and Award**

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when, on August 27, 2021, the Carrier improperly called and assigned employees F. Marcano, Z. Lotz and S. Kar to operate a tamper and ballast regulator from IBH to Barr Yard in the town of Riverdale, Illinois and failed to call and assign employees T. Stone, D. Coffin and J. Whitehurst, thereto (System File CHI 303621/21-18095 CSX).

2. As a consequence of the violation referred to in Part 1 above, Claimants T. Stone, D. Coffin and J. Whitehurst shall now ‘... be compensated for thirty (30) hours at his respective overtime rate of pay, to (sic) divided equally amongst the claimants. Also, that all time be credited towards vacation, holiday, and retirement. ***’ (Employees’ Exhibit ‘A-1’).”

II. FACTS

The Claimants worked in the Carrier’s Maintenance of Way Department. On February 27, 2021, the Carrier assigned employees F. Marcano, Z. Lotz and S. Kar to operate a tamper and ballast regulator from IBH to Barr Yard, Riverdale, Illinois. The Claimants had seniority rights

with respect to overtime opportunities for this work, but they were not called in to perform it. The Carrier acknowledged that it did not assign the Claimants to this work, stating that they were on a rest day and it was not required to call them in on an overtime basis.

III. POSITIONS OF THE PARTIES

Organization's Position

The Organization argues that the Claimants were deprived of an opportunity to perform overtime work operating a tamper and ballast regulator from IBH to Barr Yard in Riverdale, Illinois on August 27, 2021. The Carrier denied the Claimants their seniority right to perform the subject machine operator duties despite the fact that the Claimants ordinarily and customarily perform these duties as part of their bulletined assignments. The Carrier asserts that in this instance, the Claimants were observing a rest day; however, the Organization argues that the Claimants were still entitled to be assigned to the claimed work. The failure to do so is a violation of the Agreement.

Carrier's Position

The Claimants were observing a rest day, meaning the Carrier would be forced to pay them a premium overtime rate to perform the work. The Carrier argues that the Agreement does not require it to use employees on an overtime or premium basis when the work involved can properly be performed on a straight time basis. Based on the statement from S.S., the Director of Track, the Claimants were unavailable while observing a rest day, which required him to assign other qualified employees to complete the task on straight time during their regular tour of duty.

IV. DECISION

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 the Agreement dated March 20, 2008; that this Board has jurisdiction over the dispute involved herein; and that the parties were given due notice of the hearing held.

The Board finds that the Organization has not provided sufficient evidence that the Carrier violated the cited Rules. Pursuant to Rule 19, the Carrier has the discretion to assign tasks at the straight-time rate during the employee's regular hours. Specifically it states:


An employee may be temporarily assigned to different classes of work within the range of his ability. In filling the position which pays a higher rate, he shall receive such rate for the time thus employed, except, if assigned for more than four (4) hours, he shall receive the higher rate for the entire tour. If assigned to a lower-rated position, he will be paid the rate of his regular position.

There is no language requiring the Claimants to be called in on an overtime basis merely because they perform the same scope of task that other employees could perform during their regular tour of duty.

This decision is not precedent-setting and should not be cited in future disputes.

V. AWARD

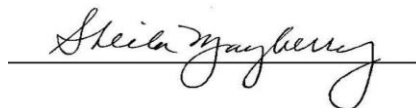
The claim is denied.



Casey Summers
Organization Member



John Ingoldsby
Carrier Member



Sheila Mayberry, Chair and Neutral Member

November 3, 2025