

AWARD NO. 17

Case No. 17

Organization File No. DM-2109-PL-001 PLR

Carrier File No.

PUBLIC LAW BOARD NO. 7460

PARTIES) BROTHEROOD OF MAINTENANCE OF WAY EMPLOYES DIVISION
)
TO)
)
DISPUTE) PADUCAH & LOUISVILLE RAILWAY

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement when , on May 10, 11, 12, 13, 14, 17,18, 19, 20, 21, 24, 25, 26 and 27, 2021, it assigned junior Class III, Trackman A. Adams to perform overtime service consisting of providing flagging at the Mile Post 153.8 Bridge Project on the Princeton, Kentucky Territory at the exclusion of senior, regularly assigned, Class V, Foreman, T. Hardison (System File DM-2109-PL-001 PLR).

2. As a consequence of the violation referred to in Part 1 above, Claimant T. Hardison shall now be compensated all overtime worked by the nonregular, jr. employee plus any differential pay and per diem.

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 December 16, 2010, 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, Claimant was regularly assigned as a Foreman on the Princeton Section Territory. On those dates, it was necessary to have flagging protection for a bridge repair project at MP 153.8. The Carrier utilized Trackman A. Adams, who is junior in seniority to

Claimant, to perform this flagging work. It is undisputed that Trackman Adams does not have Foreman seniority. On the dates of claim, according to the Organization, Trackman Adams performed overtime work which should have been given to Claimant.

The Carrier has argued that Rule 9(a) directs the manner in which overtime is assigned. According to the Carrier, that provision gives overtime that is continuous with an assignment to the employee assigned to the position that is required to perform such overtime work. We do not read Rule 9(a) to say that. The Rule states:

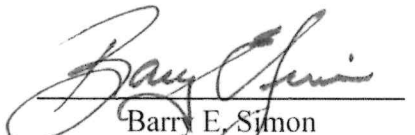
- (a) Time worked preceding or following and continuous with the regular work hours, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after 16 continuous hours of work in and 24-hour period, computed from the time the continuous work period commences, with exception that all time during the employees' regular shift will be paid for at the pro rata rate.

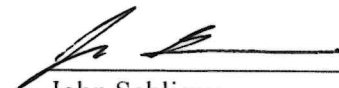
This provision deals solely with the computation of overtime pay, and does not address to whom overtime work is to be assigned. The reference to the work being continuous with the regular work hours is intended to distinguish such overtime from overtime that is the result of an employee being called out to work. The Board cannot add to the language agreed upon by the parties in order to justify giving the overtime work to Trackman Adams.

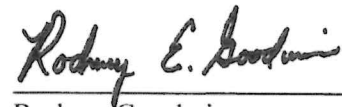
As the senior regularly assigned employee on the territory, Rule 9(c) of the Agreement entitled Claimant to the overtime work in this case. The Carrier notes that Trackman Adams did not perform any overtime service on May 12, 24, 25, 26, and 27, 2021. Consequently, there is no validity to claims for those dates. Additionally, the Carrier asserts Claimant worked overtime on May 10 and 17, 2021 for time in excess of the time worked by Trackman Adams. For the remainder of the dates of claim, the Board finds that Claimant was improperly denied overtime when the work

was given to a junior employee. He is, therefore, entitled to be compensated for the overtime hours worked by Trackman Adams on those dates. That is the extent of the remedy granted in this case.

AWARD: Claim sustained in accordance with the above Findings. The Carrier is directed to comply with this Award within thirty (30) days.


Barry E. Simon
Chairman and Neutral Member


John Schlismann
Employee Member


Rodney Goodwin
Carrier Member

Dated: 12/18/2024
Arlington Heights, Illinois