

AWARD NO. 19

Case No. 19

Organization File No. DM-2109-PL-003 PLR

Carrier File No.

PUBLIC LAW BOARD NO. 7460

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

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement when, on August 11, 12, 13, 23, 24, 25, 26 and 27, 2021, it assigned a non-regular foreman to perform overtime service of providing flagging at Mile Post 12 on the Louisville, Kentucky Section Territory at the exclusion of the regularly assigned, Class V, Foreman K. Mattingly (System File DM-2109-PL-003 PLR).
2. As a consequence of the violation referred to in Part 1 above, Claimant K. Mattingly shall now be compensated all overtime worked by the nonregular employee plus any differential pay and per diem.

FINDINGS:

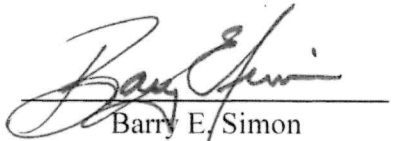
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated December 16, 2010, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

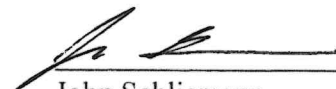
On the dates of claim, the Carrier assigned employee J. Dulaney to perform flagging work on an overtime basis on the Louisville, Kentucky Territory. The Organization claims this work should have been assigned to Claimant, who is regularly assigned as a Foreman. Employee Dulaney is not a Foreman, but is senior to Claimant.

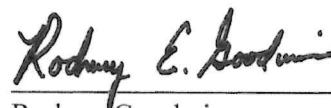
As we noted in Award No. 18, we have not been referred to any provision in the parties' Agreement that reserves or gives preference to flagging work to Foremen. In fact, the Carrier has shown that the Organization had served a Section 6 Notice seeking such preference for Foremen. The Organization may not obtain through arbitration what it has not been able to obtain through negotiations.

Inasmuch as Claimant was junior in seniority to the employee who was assigned the work, we find no basis for the claim. We cannot find that the Agreement was violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


John Schlismann
Employee Member


Rodney Goodwin
Carrier Member

Dated: 12/18/2024
Arlington Heights, Illinois