

AWARD NO. 20

Case No. 20

Organization File No. DM-2109-PL-004 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 August 10 and 11, 2021, it assigned junior Class III(H), Welder Helper A. Coleman to perform overtime service consisting of providing Maintenance of Way flagging at Mile Post 169.5 on the Princeton, Kentucky Territory at the exclusion of senior, regularly assigned, Class V, Foreman J. Prince (System File DM-2109-PL-004 PLR).

2. As a consequence of the violation referred to in Part 1 above, Claimant J. Prince shall now be compensated all overtime worked by the non-regular, junior employee plus any differential pay and per diem.

FINDINGS:

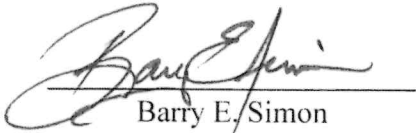
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated December 16, 2010, this Board has jurisdiction over the dispute involved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

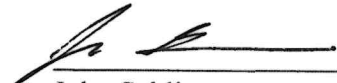
On August 10 and 11, 2021, the Carrier assigned Welder Helper A. Coleman to perform flagging work. The Organization argues Claimant should have been assigned this work inasmuch as he is senior to Welder Helper Coleman, and because Coleman is not a Foreman. The Carrier has


asserted the Claimant was unavailable for service on August 11 because he had tested positive for COVID-19. The Organization has not refuted this contention.

As we held in Award No. 17, Claimant was entitled to this overtime work under Rule 9(c) of the Agreement because he was the senior regularly assigned employee on this territory. The claim on his behalf, though, is valid only for August 10, 2021 as he was unavailable for service the following day. Claimant is to be compensated for the overtime hours worked by Welder Helper Coleman on August 10, 2021. 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