

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 102
Case No. 102

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees
and

CSX Transportation, Inc. (former Louisville
and Nashville Railroad Company)

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned junior Foreman/Inspector J. S. Reams to work overtime with the rail test car on the LCL Seniority District on March 13, 1997 instead of assigning senior Foreman/Inspector C. L. Ball [System File 8(43)(97)/12(97-1466) LNR].
2. As a consequence of the violation referred to above, Foreman/Inspector C. L. Ball shall be allowed three (3) hours of pay at the foreman/inspector's time and one-half rate.

FINDINGS:

This Board, upon the whole record and all of the evidence, finds and holds as follows:

1. That the Carrier and the Employee involved in this dispute are, respectively, Carrier and Employee within the meaning of the Railway Labor Act, as amended,; and
2. That the Board has jurisdiction over this dispute.

OPINION OF THE BOARD:

Rule 30 (Overtime) provides, in relevant part, that:

- (a) Actual work continuous with a regularly assigned 8-hour work period shall be paid for on the minute basis at time and one-half rate, with double time payment accruing after 16 continuous hours of work. All work within a regular 8-hour work period will be paid for at straight-time rate, except that when double-time payment begins, the employee will

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continue on double-time payment until released.

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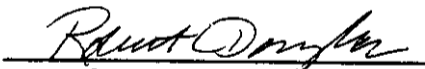
(f) The senior available men shall be given preference in the assignment of overtime work on their home sections.

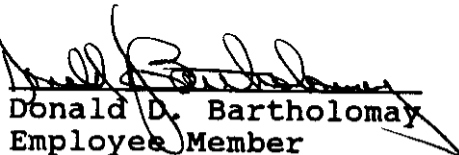
The Claimant, who served on Section Gang 5L93 on March 13, 1997, had greater seniority than the junior employee, who actually performed the disputed work on March 13, 1997. The record indicates that the Claimant had requested to perform the disputed work. The Claimant had possessed the necessary qualifications to perform the disputed overtime work as evidenced by the Carrier's subsequent assignment of the Claimant to work with the rail test car.


In the absence of any credible explanation for the failure to assign the disputed work to the Claimant, the Carrier had an obligation pursuant to Rule 30(f) to offer the disputed overtime to the Claimant under these special circumstances. As a result, the remedy sought by the Claimant shall be implemented.

AWARD:

The Claim is sustained in accordance with the Opinion of the Board. The Carrier shall make the Award effective on or before 30 days following the date of this Award.


Robert L. Douglas
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Mark D. Selbert
Carrier Member

Dated: 5/14/01