

AWARD NO. 153

Case No. 153

Organization File No. 158706912

Carrier File No. 2012-127900

**PUBLIC LAW BOARD NO. 7163**

PARTIES     ) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION,  
              )   INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
TO            )  
              )  
DISPUTE     ) CSX TRANSPORTATION, INC.

**STATEMENT OF CLAIM:**

1.     The Agreement was violated when the Carrier assigned junior employe M. Howell to perform welding work at Mile Post N96.2 on the Nashville Division near Bruce-ton, Tennessee on May 28, 2012 without calling and assigning the work to Claimant R. Orr.
2.     As a consequence of the violation referred to in Part 1 above, Claimant R. Orr shall be allowed six (6) hours overtime, at the respective (Welder) overtime rate of pay.

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

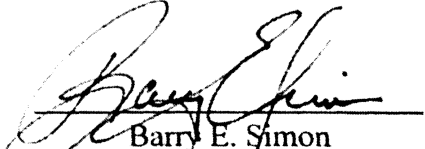
On the date of claim, Claimant was assigned as a machine operator on the Nashville Division, where he holds seniority in various classifications, including welder and machine operator. On May 28, 2012 the Carrier called employee M. Howell to perform overtime welding work to assist Welder Foreman Hinson in the repair to a frog. Hinson, who holds seniority as a welder and section


foreman, is junior in seniority as a welder to Claimant. Arguing that Claimant, as the senior welder, should have been called for this work, the Organization seeks the earnings he would have received had he been called.

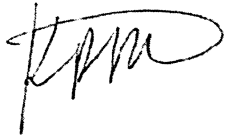
In response to the claim, the Carrier contends it called Claimant but he did not answer his phone. It consequently went down the roster until it found an employee to accept the work. While he denies that the Carrier called him on the day of the overtime, he acknowledges that he might have been called a day before.

Based upon the Carrier's assertion that Claimant was called for the work, we find that the Organization has not met its burden of proving the existence of a violation of the Agreement.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

  
Andrew Mulford  
Employee Member

  
Rob Miller  
Carrier Member

Dated: September 4, 2014  
Arlington Heights, Illinois