

AWARD NO. 189
Case No. 189

Organization File No. B11156312
Carrier File No. 2012-136343

PUBLIC LAW BOARD NO. 7163

PARTIES) BROtherHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,
) INTERNATIONAL BROtherHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when, starting on October 15, 2012 and continuing through November 8, 2012, the Carrier failed to properly bulletin a Class 'A' Machine Operator position for a rail grinder.
2. As a consequence of the violation referred to in Part 1 above, Claimant H. Mobley shall now be compensated for two hundred (200) hours at the overtime rate of pay.

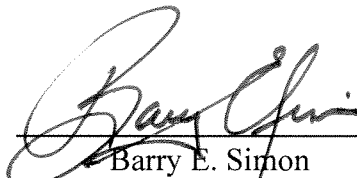
FINDINGS:

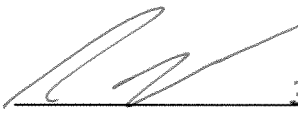
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

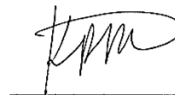
The Organization asserts the Carrier improperly bulletined a vacancy on a rail grinder on the Atlanta Division during the sick leave vacancy of the incumbent. The job was vacated on October 15, 2012 and filled by bulletin on November 8, 2012. According to the Organization, the Carrier advertised the vacancy as being for a Foreman rather than a Class "A" Machine Operator. As a result, the Organization argues Claimant was unable to exercise his seniority to the vacancy.

During the time covered by this claim, October 8 through November 8, 2012, this was a temporary vacancy pending the bulletin. It is undisputed that the vacancy was filled by employees junior to Claimant. At the time, Claimant was assigned as a Welder on Team 5AR4 on the Atlanta Division. Whether the job was improperly bulletined is a moot issue. Even if it had been bulletined as a Machine Operator, as the Organization argues, Claimant would not have been the appropriate person to work the temporary vacancy. Because he was working in a higher class position, Claimant was not eligible to fill a temporary vacancy either as a Machine Operator or a Foreman, in accordance with Rule 3, Section 4(a) of the Agreement. Consequently, we find he is an improper claimant. For that reason, we must deny the claim.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member

 3/31/16
Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: March 15, 2016
Arlington Heights, Illinois