

AWARD NO. 190  
Case No. 190

Organization File No. B16151412  
Carrier File No. 2012-128001

**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, on July 5, 6, 7 and 8, 2012, the Carrier assigned SLWT Track Inspector Vaughn to perform assistant foreman flagging duties and failed to assign such to Claimant D. Stephens.
2.     As a consequence of the violation referred to in Part 1 above, Claimant Stephens shall now be compensated forty-nine (49) hours at the applicable overtime rate of pay.

FINDINGS:

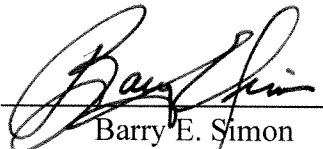
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

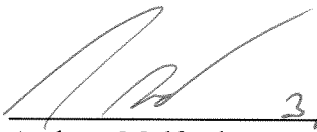
The Organization asserts the Carrier had a need to fill a temporary flagging vacancy on July 5, 6, 7 and 8, 2012, and utilized an employee junior to Claimant without first offering this work to Claimant. The record, however, reflects that this vacancy began on July 2 and was offered to Claimant at that time. He declined the job and it was then given to Track Inspector Kevin Vaughn,

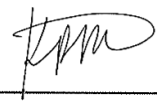
who worked it for the entire time. The Organization acknowledges that Claimant could not work the position on July 2, but did not know that there was work on the other four days.

The record before the Board indicates that this was a single vacancy. Under Rule 3 of the Agreement, the Carrier is to fill the vacancy with a single employee. It is not obligated to split up the vacancy on a day-by-day basis. Once Claimant declined to work the first day of the vacancy, he had no right to claim he should have worked the remaining days. We find, therefore, that the Agreement was not violated.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

  
3/31/16  
Andrew Mulford  
Employee Member

  
Rob Miller  
Carrier Member

Dated: February 23, 2016  
Arlington Heights, Illinois