

AWARD NO. 195
Case No. 195

Organization File No. I59704213
Carrier File No. 2013-143089

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, on February 20, 2013 through March 1, 2013, the Carrier assigned junior employee H. Brown to flag on the Nashville Division and failed to offer such to Claimant W. Land.
2. As a consequence of the violation referred to in Part 1 above, Claimant W. Land shall be compensated for all straight time and overtime made by junior employee H. Brown beginning February 20, 2013 to and including March 1, 2013.

FINDINGS:

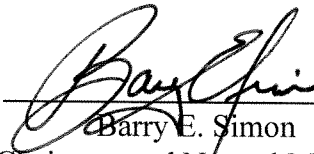
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

The Organization asserts the Carrier had a temporary vacancy for flagging protection while a rail grinder was working between Mile Posts 00057 and 594.2 on the Nashville Division. It says this work began on February 20, 2013 and continued through March 1, 2013. Rather than bulletining this vacancy, the Organization says the Carrier merely assigned Assistant Foreman H. Brown to the

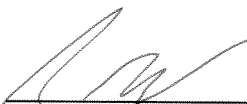
vacancy. It has submitted this claim on behalf of Claimant, who is senior to Brown, because he was neither offered the work nor given the opportunity to bid on it. The Organization cites Rule 3 of the Agreement which requires that such vacancies be filled on the basis of seniority.

Our review of the record shows that the Carrier, during the handling of the claim on the property, had not refuted the Organization's position. Based upon the record before us, we find that the Organization has established a *prima facie* case that the Agreement was violated. In the absence of evidence or argument to the contrary, we are compelled to sustain the claim.


AWARD: Claim sustained. Carrier is directed to comply with this Award within 45 days.



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