

AWARD NO. 202

Case No. 202

Organization File No. B16167413

Carrier File No. 2013-149799

**PUBLIC LAW BOARD NO. 7163**

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

STATEMENT OF CLAIM:

1. The Agreement was violated when, on August 16, 17 and 18, 2013, the Carrier assigned Track Inspector M. Campbell and Lubricator Maintainer C. Wilson to fill an assistant foreman flagman temporary vacancy on the Jacksonville Seniority District and failed to properly offer preference for such to Claimant R. Mamula.
2. As a consequence of the violation referred to in Part 1 above, Claimant R. Mamula shall be “. . . allowed eight (8) hours straight time and thirty seven (37) hour (sic) overtime. . . .”

FINDINGS:

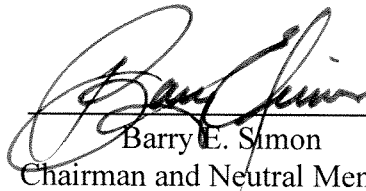
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

On August 16, 17 and 18, 2013 the Carrier had need for the services of a flagman to provide protection for contractors between Mile Posts SX 826.3 and SX 832.7 in the vicinity of Auburndale, Florida. The Carrier utilized employees who were junior in seniority to Claimant. The Organization has presented this claim, asserting that Claimant should have been assigned to perform this work

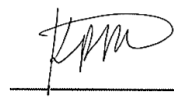
based upon his seniority. The Carrier has denied the claim, arguing that Claimant was not qualified on this territory. The Organization does not dispute the fact that Claimant was not qualified.

This case presents the same factual situation that was addressed in Award No. 199 of this Board. In that case, we held that the Carrier had no obligation to use an employee who was not qualified. We further held that Claimant could have addressed his concerns about the Carrier's refusal to qualify him under other provisions of the Agreement. For the reasons given in Award No. 199, we find 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: March 15, 2016  
Arlington Heights, Illinois