

AWARD NO. 224

Case No. 224

Organization File No. G31814413

Carrier File No. 2013-148222

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 failed to call or assign Claimant J. Ware to perform assistant foreman flagging duties on June 19 and 20, 2013 and instead assigned employee B. Armstrong thereto
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Ware shall now "... be compensated the same (21) hours of straight time and overtime as was paid to junior employee Armstrong instead of the Claimant at the appropriate rates of pay in effect on the dates claimed. ***"

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.

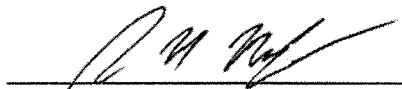
The Organization claims the Carrier, on June 19 and 20, 2013, assigned B. Armstrong to fill an assistant foreman temporary vacancy and flag for a Surface Production Gang on the Clifton Forge Seniority District. It asserts Claimant should have been offered this assignment because he is senior to Armstrong as an assistant foreman.


The Carrier has denied that Armstrong performed flagging duties on these dates. According to the Carrier, Armstrong worked as a vehicle operator, and received track authority in connection with that assignment. It suggests that whoever filed the claim simply assumed that Armstrong was flagging based upon the records showing he had track authority. In support of its position, the Carrier has provided payroll records showing Armstrong was paid as a vehicle operator. The rate of pay for that position was lower than that of an assistant foreman, which he would have received had he been assigned to flagging duties.

Based upon the record before us, the Board finds that the Organization has failed to prove that Armstrong was filling a position that should have been filled by Claimant. We cannot find, therefore, that the Agreement was violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: 10/19/16
Arlington Heights, Illinois