

AWARD NO. 229

Case No. 229

Organization File No. B16166613

Carrier File No. 2013-149433

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 August 9, 2013, the Carrier offered preference to and assigned Track Inspector J. Hamilton to fill a temporary assistant foreman - flagman vacancy and provide track protection on the Jacksonville Seniority District.
2. As a consequence of the violation referred to in Part 1 above, Claimant Z. Yohn shall now be compensated for seven (7) hours overtime at his respective rate of pay.

FINDINGS:

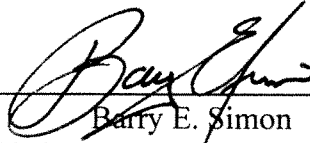
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

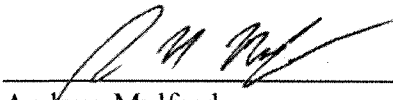
According to the Organization, the Carrier assigned J. D. Hamilton to perform assistant foreman - flagman duties to provide track protection between Mile Posts AR 836.8 and AR 857.8 on August 9, 2013. It asserts Hamilton is not qualified as a flagman on this territory. It also notes that he was regularly assigned as a track inspector, which is a higher rated position. It claims that Claimant should have been used on this temporary vacancy instead.


The Carrier has denied that Hamilton performed flagging work. It maintains he was performing his regular duties as a track inspector in this territory. The Carrier has submitted his official track inspection report for that date. In the performance of his track inspection work, the Carrier says Hamilton had secured track authority. Because nobody else could have held authority in this territory, the Carrier insists there was no requirement for anyone to work as a flagman.

Based upon the record before the Board, we cannot find that Hamilton performed service as a flagman on the date in question. We do not 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