

AWARD NO. 491
Case No. 491

Organization File No. 2019-16
Carrier File No. 19-44819

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, beginning on April 8, 2019 and continuing through April 19, 2019, the Carrier assigned junior employee E. McKinney to perform overtime work (flagging) between Mile Post Z 133.7 and Mile Post Z 153.4 on the Kingsport and Blue Ridge Subdivision (System File 2019-16/19-44819 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant D. Hicks shall now be compensated for ‘... (53.5) hours at his respective overtime rate of pay. ***’ (Employees’ Exhibit ‘A-1’).

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 record in this case indicates that the Carrier required an employee to perform flagging work in connection with a System Tie Team and a Loram Rail Vac between Mile Posts Z 133.7 and Z 153.4 on the Kingsport and Blue Ridge Subdivision between April 8 and April 19, 2019. The Carrier assigned Track Inspector E. C. McKinney to perform this work. The Organization has


presented this claim on behalf of Assistant Foreman-Flagman D. Hicks, who is senior to employee McKinney, arguing that he should have been used for this service on the basis of his seniority.

In denying the claim, the Carrier has relied upon Award No. 54 of this Board, which denied a claim under similar circumstances. We held, in that case, that the Agreement's requirement that "the senior qualified available employees will be given preference," did not require the Carrier "to assign the work to employees who had not requested it." As in that case, the Organization, in the instant case, has not established that Claimant had requested the work. Accordingly, we find that the Agreement was not violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Ross Glorioso
Employee Member


John Nilon
Carrier Member

Dated: 1/12/2022
Arlington Heights, Illinois