

AWARD NO. 527  
Case No. 527

Organization File No. C28102719  
Carrier File No. 19-48869

**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, beginning on September 23, 2019 through September 27, 2019, the Carrier allowed junior employee W. Kyser to upgrade into and work a temporary foreman position in the vicinity of Bangor, Michigan at Mile Post CG 62.8 (System File C28102719/19-48869 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Krieger shall now be compensated for "... **forty (40) hours straight time and twenty five (25) hours overtime** at the respective rate of pay please advise of the pay period when said payment will be made." (Emphasis in original)

FINDINGS:

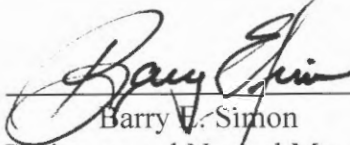
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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


The Organization has presented this claim alleging that the Carrier had upgraded employee Wayne Kyser to work a temporary foreman position, but denied Claimant's request to be upgraded to the position despite the fact that Claimant is senior to Kyser.

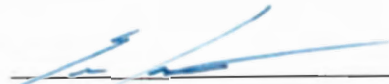
The Carrier has denied the claim, denying that Kyser had been upgraded to a temporary foreman position. Instead, it asserts he was assigned to fill a machine operator position, for which it says Claimant is not qualified, on the dates of claim. The Carrier additionally states the record does not support the Organization's claim that Claimant had requested to work the foreman position.

The Organization bears the burden of proof in this case. The Board finds that the record before it is devoid of any evidence that Kyser worked a foreman position on the dates of claim. Accordingly, we cannot find that the Agreement was violated.

AWARD: Claim denied.

  
Barry V. Simon  
Chairman and Neutral Member

  
Ross Glorioso  
Employee Member

  
Eric Caruth  
Carrier Member

Dated: 9/29/22  
Arlington Heights, Illinois