

AWARD NO. 529

Case No. 529

Organization File No. L60134219

Carrier File No. 20-95036

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 the Carrier called and assigned junior employees R. Hicks and T. Abbott to perform snow removal work and to fix a broken rail in the vicinity of Cincinnati, Ohio from Mile Post Bb1.8 to Mile Post Be 4.7 on the Cincinnati Terminal Seniority District of the Louisville Division on December 15, 16 and 17, 2019 and failed to call and assign such work to senior employees D. Darby and A. Veach (System File L60134219/20-95036 CSX).
2. As a consequence of the violation referred to in Part 1 above, Claimants D. Darby and A. Veach shall now each be compensated for “... **twenty seven (27) hours at his respective rate. *****” (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.

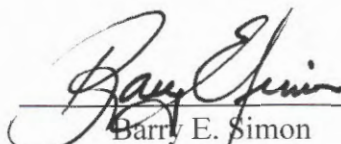
Notwithstanding the Statement of Claim above, as presented by the Organization to this Board, the original claim in this case was on behalf of Track Department employee D. Darby, alleging that he should have been used on the dates of claim to perform snow removal and repair a

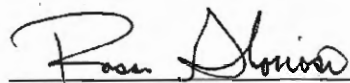
broken rail. The Organization asserted that the Carrier assigned employee Richard Hicks, who is junior to Claimant Darby, to perform this work. That is the only claim properly before us.

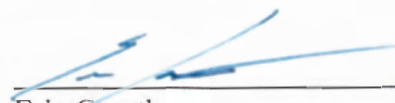
The Carrier has denied this claim, asserting that Claimant Darby was not qualified to perform the required work. It explains that he is not qualified in Queensgate Yard and does not know his way around the yard. In order to perform the work in question, according to the Carrier, Claimant would have been required to get track time on controlled and non-controlled tracks, which he would not have been able to do. It concludes, therefore, that he did not have a right to be called for this work.

Seniority is not the only factor in considering an employee's entitlement to perform specific work. In addition, the employee must be available and qualified to perform the work. In this case, we find that the Organization has not met its burden of proving that Claimant was qualified and had a right to this work. We cannot find that the Agreement was violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Ross Glorioso
Employee Member


Eric Caruth
Carrier Member

Dated: 9/29/22
Arlington Heights, Illinois