

AWARD NO. 534  
Case No. 534

Organization File No. 2020-12  
Carrier File No. 20-99904

**PUBLIC LAW BOARD NO. 7163**

PARTIES ) BROTHEROOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,  
          ) INTERNATIONAL BROTHEROOD OF TEAMSTERS  
TO )  
      )  
DISPUTE ) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when, between April 30, 2020 and May 2, 2020, the Carrier failed to offer and assign Bridge and Building (B&B) Foreman C. Burleson to fill a temporary vacancy and perform maintenance service work assisting with rail grinder operations (fire control) between RJ Cabin and Cincinnati, Ohio on the Appalachian Service Lane (Clinchfield Seniority District) and instead assigned junior employe J. Mullins thereto (System File 2020-12/20-99904 CSX).
2. As a consequence of the violation referred to in Part (1) above, Claimant C. Burleson shall now be compensated for ten (10) hours at his respective straight time rate of pay, thirty-two (32) hours at his respective overtime rate of pay and one and one-half (1.5) hours at his respective double time rate of pay.”

FINDINGS:

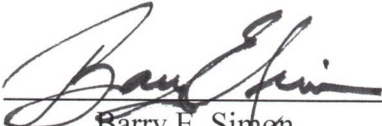
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved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

Between April 30 and May 2, 2020, the Carrier had a need to fill a B&B Foreman vacancy on the Appalachian Service Line. This work involved flagging in connection with the operation of


a rail grinder. The Organization argues this work should have been assigned to Claimant rather than the junior employee who was used.

The Carrier has denied this claim, contending that Claimant was not qualified to perform the duties of the job. The record before the Board shows the employee assigned was required to secure track time for the rail grinder, which meant he had to be qualified on this particular territory. The Carrier asserts Claimant did not have that qualification, nor could he qualify at the time the work was performed. We find that the Organization has not met its burden of proof in showing that Claimant was qualified for the work. Consequently, we cannot find that the Agreement was violated.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

  
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Ross Glorioso  
Employee Member

  
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John Ingoldsby  
Carrier Member

Dated: March 18, 2024  
Arlington Heights, Illinois