

AWARD NO. 192  
Case No. 192

Organization File No. GilbertC.112  
Carrier File No. 2012-136297

**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, following Claimant D. Gilbert's displacement as a machine operator on Surface Production Gang T-4 on October 29, 2013, the Carrier failed to properly assist Claimant D. Gilbert in the exercise of seniority.
2. As a consequence of the violation referred to in Part 1 above, Claimant D. Gilbert shall now be compensated for all loss suffered.

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.

While working as a Machine Operator on Surface Production Gang 5XT4 Tie Team, Claimant was displaced by a senior employee on October 29, 2012. According to the Organization, Claimant contacted the Carrier's PACS Department the following day to obtain a list of employees whom he could displace. When he received this list on November 6, 2012, the Organization asserts it was a list that had been prepared for another employee. The Organization claims there were junior

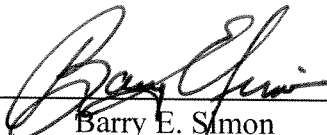
employees working on the gang whom Claimant could have displaced had he received a proper displacement list.

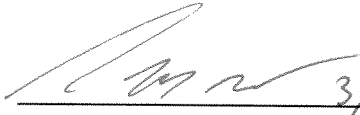
The Carrier, on the other hand, insists Claimant was provided a proper displacement list on October 30, 2012. It says Claimant requested a second list on November 7, 2012, and made no mention of an earlier list. The Carrier also asserts the Organization has never identified any junior employees whom Claimant could have displaced.

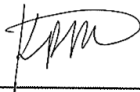
The obligation to provide “bump lists” is found in Rule 3(g), which states, “In addition, CSXT will provide a toll free calling number for all CSXT employees to obtain current information concerning seniority which they may exercise and/or eligibility for protective payments.” The record before the Board contains a screen print of a list dated October 30, 2012 and prepared for Claimant, with his name and employee number on it. What the record does not contain is the list the Organization asserts was prepared for another employee or the names of any junior employee who worked while Claimant was in a displaced status.

It is well-established that the Organization has the burden of proving the elements of its claim. In the instant case, it has offered nothing but assertions that are not supported by evidence. We must conclude, therefore, that the Organization has not met its burden of proving that the Carrier was in violation of the Agreement.

AWARD: Claim denied.

  
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Barry E. Simon  
Chairman and Neutral Member

  
\_\_\_\_\_  
3/31/16  
Andrew Mulford  
Employee Member

  
\_\_\_\_\_  
Rob Miller  
Carrier Member

Dated: February 23, 2016  
Arlington Heights, Illinois