

AWARD NO. 227

Case No. 227

Organization File No. G36712313

Carrier File No. 2013-152728

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, on October 23, 2013, the Carrier assigned Bridge Manager J. Cole and Track Department Track Inspector J. Little to fill Bridge and Building (B&B) assistant foreman - flagman temporary vacancies and flag for a bucket truck between Mile Posts OVB 235.0 and 236.0 on the Appalachian Division and failed to assign such work to Claimants A. Bowling, C. Williams and J. Hays.
2. As a consequence of the violation referred to in Part 1 above, Claimants A. Bowling, C. Williams and J. Hays shall now each be compensated an equal share of twenty (20) hours' straight time.

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.

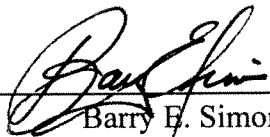
The Organization asserts the Carrier had a Bridge Manager and a Track Department Inspector perform flagging work for inspection trucks that were inspecting bridges on the Appalachian Division. It insists that this work is reserved to B&B Assistant Foremen - Flagmen, and that


Claimants should have been called to perform this service. It asks that they be compensated for the ten hours each man had spent performing flagging duties.


The Carrier denies that Bridge Manager J. Cole and Track Inspector J. Little were performing flagging work. Rather, it says they were performing pilot work for the bridge inspectors' equipment and had obtained track authority for them to operate across the bridge. It denies that flagging was required for this operation.

It is the Organization's burden to establish that flagging work was performed. Other than the assertion the two men performed flagging, there is no documentary evidence in the record before the Board to support the claim. Mere assertions do not constitute evidence. We cannot, therefore, find that the Agreement was violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: 10/19/16
Arlington Heights, Illinois