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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6369
Docket No. 6207
2-SLSF-CM-'72

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

Parties to Dispute: (System Federation No. 22, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That under the current agreement Lead Car Inspector Kenneth F. Perrin of Pittsburg, Kansas was denied the right to work on the seventh day of his work week on May 11, May 25, June 1, June 8 and June 15, 1970 while officers of the Carrier performed the work which he should have been allowed to perform.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate the aforementioned Lead Car Inspector for eight hours on each of the dates mentioned above, a total of forty hours at double his pro rata rate plus six per cent (6%) interest from the date the claim was submitted on June 25, 1970 until the date the claim is paid.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

We have before us a very confusing record.

The Petitioner's submission is replete with references to alleged violations of the Controlling Agreement on dates unrelated and unconnected with its claim.

The Carrier, in turn, while challenging the Organization claims that inspection work is exclusively that of Carmen, proceeds to imply that it accepts this view and denies that anyone other than a Carman did the inspections.

The Petitioner then states that if a Management employee "only visually examined freight cars to see if they needed to be cleaned and only inspected loading and bracing of ammunition cars after loaded, then no dispute would exist". We are further sure that Petitioner would have no disagreement with the right of Management to check on the work of the Carman, or to check equipment in the subdivision to ascertain work to be assigned to employees.

The Claimant alleged that Carrier's General Agent and Assistant Train Master at Pittsburgh, Kansas "inspected empty freight cars for Class A explosive ammunition loading...", on May 11, 1970 but offers nothing evidentiary to support this charge. His complaint with reference to an inspection of a freight car loaded with ammunition by the Assistant Train Master on May 25, 1970 falls of its own weight in view of Petitioner's above quoted statement that this is not violative of the Controlling Agreement. His allegation with reference to management inspections of freight cars is supported by a copy of what appears to be an assignment form, which in no way indicates that it evolved from inspections. It could readily be that the instructions to the Carman and cleaner resulted from information secured from other sources. There is nothing submitted which attempts to support his allegations concerning inspections on June 8 and for June 15, there is again only an assignment sheet which interestingly enough orders the Claimant to inspect and certify as ready for loading, a number of freight cars. Claimant was not on the property on the days in question and therefore could not claim to have seen the alleged infractions. Nothing in the record shows that he secured his information from anyone who saw the alleged work performed by the Assistant Train Master. The entire claim is based upon inferences drawn by the Claimant without a shred of valid objective information to support even the basis for a claim.

We have held that in claims of this type, the burden is upon the Petitioner to prove a violation by presentation of probative and substantial evidence. (Awards 5577, 5534, 5728, 5738, 5891, 5952, 6082 and 6054). This requirement was not met by the Petitioner herein.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. McIlwain
Executive Secretary

Dated at Chicago, Illinois, this 26th day of September, 1972.