

The Second Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

Parties to Dispute: { System Federation No. 2, Railway Employees'
 { Department, A. F. of L. - C. I. O.
 { (Carmen)
 { Missouri Pacific Railroad Company

Dispute: Claim of Employees:

- (1) That the Missouri Pacific Railroad Company violated Article V of the Agreement of September 25, 1964 when they used General Car Foreman, Mr. F. Hickerson, to make brake inspection on train No. 807, June 23, 1976, while this train was in the Settegast Train Yard, Houston, Texas.
- (2) That the Missouri Pacific Railroad Company be ordered to compensate Carman A. Zatopek in the amount of four (4) hours at the pro rata rate account of this violation.

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.

The dispute involves an allegation by the Claimants that Carrier violated Article V of the September 25, 1964 Agreement when General Car Foreman Hickerson was used to make an air brake inspection on train no. 807 on June 23, 1976.

It is undisputed that carmen performed the necessary preparation and inspection work on train no. 807 prior to its departing Settegast Train Yard. The train, however, developed brake trouble at Pierce Siding which Claimants allege to be within Settegast Train Yard.

Carrier defends the claim on the basis that train no. 807 was not in the departure yard when the trouble developed and that General Car Foreman Hickerson only instructed the train crew in an effort to determine the trouble. Evidence submitted by the Claimants was derived by listening in on radio conversation.

This Board has historically held that the moving party must support its claim with substantial evidence. We find that the Claimants have failed to submit sufficient evidence that any work was performed in violation of Article V of the September 25, 1964 Agreement. The claim will be dismissed.

The decision herein was reached without consideration of Carrier's Exhibits A and B which were not made a part of the record on the property and to which the Employees rightfully objected.

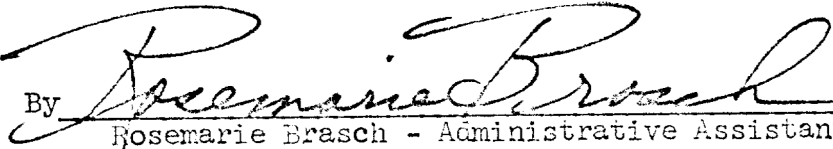
A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 27th day of September, 1979.