Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 11937
SECOND DIVISION Docket No. 11687
90-2-88-2-216

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(
(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the Agreement the Carrier violated the controlling Agreement on September 8 and 9, 1987 and October 6, 1987, when they assigned only one (1) Carman to a road trip and violated a longstanding practice at Valdosta, Georgia when they failed to allow the senior Carmen to make a road trip.

2. That accordingly, the Carrier be ordered to send two (2) men on road trips as per Rule 145 and allow the senior Carman to make road trips.

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 employes 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.

This matter concerns assignment of work to Carmen at Valdosta, Georgia. The Organization maintains that a local Agreement has been in place for a number of years whereby the senior employee desiring the work would be given preference to repair cars on the road or away from the shop under Rule 145 reading:

> "Rule 145. When necessary to repair cars on the road or away from the shops carmen will be sent out to perform such work. Two carmen or one carman and a student mechanic or one carman and an experienced helper will be sent to perform such work as putting in couplers and wheels and work of similar character."

Carrier denied the Claim on the basis that no such local Agreement was in existence, contending that historically seniority was only utilized to determine bidding rights for specific job bulletins and to determine the sequence of furlough and recall, never having been utilized to determine daily work assignments of specific mechanics.

Rule No. 145 does not mention seniority. If a local understanding or Agreement was in place under which mechanics were selected on a seniority basis for such work it is the responsibility of the Organization to establish its existence and practices thereunder. This has not been done in this case. All that is present here is unsupported allegation on the existence of a practice of effecting certain work assignments. Such allegations are not proof. The Claim must be denied for lack of proof.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of November 1990.