

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

(The Brotherhood Railway Carmen of the United States and
(Canada
PARTIES TO DISPUTE: (
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That the Burlington Northern Railroad violated the terms of the controlling agreement, specifically Rules 27, 83 and 98(c) when they engaged and/or permitted Employees other than Carmen to perform inspecting duties at Portland, Oregon Ramp 200.

2. That accordingly, the Burlington Northern Railroad be ordered to compensate Portland Seniority District Carmen D. H. Reynolds and D. D. Moore for One Thousand Five Hundred and Eighty Four Dollars (\$1,584.00) and additionally they be compensated One Hundred Five Dollars and Sixty Cents (\$105.60) per each work day subsequent to the commencing date of February 3, 1984 and that said work be assigned to Carmen's Craft.

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 employees 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.

Claimants are employed as Carmen by Carrier in its Portland Seniority District. On January 16, 1984, Carrier hired two persons, neither of whom is affiliated with the Carmen's craft, to inspect highway trailers before loading on piggyback cars. The Organization thereafter filed a claim on Claimant's behalf, challenging Carrier's use of employees other than Carmen to perform this work.

This Board has reviewed the record in this case, and we find that the Organization has not presented sufficient evidence to meet its burden of proof. Therefore, the claim must be denied.

The Organization alleges that two employees were "hired off the street" to perform work that is exclusively reserved for Carmen by contract and past practice. The Carrier denies that such employees were hired. The Organization has not presented any evidence of the alleged hiring, nor has it sufficiently demonstrated that the work in question has exclusively been performed by Carmen. The Carrier contends that Teamsters often perform the inspection work.

As this Board has stated on numerous occasions in the past, the burden of proof in these kinds of cases lies with the Organization. The Organization has not met that burden, and therefore the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of June 1988.