

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19276
Docket Number MS-19537

William M. Edgett, Referee

PARTIES TO DISPUTE: (Oney J. Oiler
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(Norfolk and Western Railway Company

STATEMENT OF CLAIM: Violation of Rules #1-2-3-5-36-38-39-49 and 65 of the Master Agreement.

Being required by the Carrier to perform duties of another position which has different assigned hours of work and different assigned days of rest. Also being removed from my regular assigned position of Rate Clerk to fill the position of I.B.M. Clerk, a position which was abolished.

OPINION OF BOARD: Petitioner alleges a violation of Rules 1, 2, 3, 5, 6, 36, 38, 39, 49 and 65 of the Clerks' Master Agreement dated January 1, 1965, when he allegedly was required to "perform duties of another position" and was "removed from" his "regular assigned position of Rate Clerk to fill the position of IBM Clerk" on March 14, 18, 19 and 20, 1971.

Rule 1 is the Clerks' Scope Rule; Rule 2 sets forth the various Seniority Districts; Rule 3 concerns itself with Seniority; Rule 6, the Exercise of Seniority; Rule 36, Overtime; Rule 39, Authorizing Overtime; Rule 49, Established Rates and Positions, and Rule 65 deals with Effective Date and Changes.

Petitioner filed his own claims on these alleged violations with Agent-Weighmaster, Mr. G. W. Russell, at Portsmouth, Ohio, and while the language of the claims is not identical in substance they generally made the following allegation:

"Being removed from my regular position of Rate Clerk to fill the position of I.B.M. Clerk.
My regular assigned days of work are Wednesday through Sunday, 3:00 PM till 11:00 PM rest days are Monday and Tuesday. The position of I.B.M. Clerk was abolished on the date of January 11, 1971."

On appeal through the various appeal steps the same basic format was followed by Petitioner. Each claim letter and each appeal letter that was written by

Petitioner has been carefully reviewed. It is found that each such letter makes a basic allegation - and nothing more. For instance, not one iota of proof is submitted that Petitioner was, in fact, performing duties of another position; nor, is there any evidence that Petitioner was, in fact, removed from his regular assigned position. Additionally, in the correspondence exchanged on the property and in Petitioner's submission to this Board, not one word is written as to the contention of Petitioner on the manner in which the above-cited Rules were violated. In other words, all that the Board has before it is Petitioner's claim that he was required to perform duties of another position; that he was removed from his regular assigned position, and that the Carrier violated nine Rules of the Clerks' Master Agreement. Petitioner has not submitted proof supporting these allegations and we are, therefore, left with no alternative but to dismiss the claim for lack of proof.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1972.