

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19825  
Docket Number CL-19964

Frederick R. Blackwell, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station **Employees**

PARTIES TO DISPUTE: (

(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7205)  
that:

(1) Carrier violated the terms of the current Agreement between the parties at Birmingham, **Alabama** on each date of November 28, 29, December 5, 6, 12, 13, 19, 20, 25, 26, 27, 1970; January 1, 2, 3, 9, 10, 16, 17, 23, 24, 1971 when it required and permitted an employee working a lower rated position to perform the assigned duties of Position No. 5-C and failed to permit Mr. B. N. Rawlinson to perform the required service.

(2) Mr. B. N. Rawlinson shall now be allowed one day's pay at the rate of Position No. 5-C for each date of November 28, 29, December 5, 6, 12, 13, 19, 20, 25, 26, 27, 1970; January 1, 2, 3, 9, 10, 16, 17, 23 and 24, 1971.

OPINION OF BOARD: Claimant, the incumbent of Position No. 5-C, Thomas Yard, Birmingham, Ala., is assigned a 5 day week with rest days of Saturday and Sunday. His bulletin duties include working the hold track and handling oversized loads for clearance and movement. The claim is that these duties were exclusively assigned to Position 5-C and, hence, the Agreement **was** violated when such duties were performed on each of the claim dates by the incumbent of Relief Position No. 19-C.

On the property the Carrier denied that the hold track and oversize load duties were exclusively assigned to Position No. 5-C and also asserted that all clerical employees at **Thomas** Yard perform such duties. The Organization controverted each of these positions.

The thrust of Petitioner's case is that, because the bulletin on Position No. 5-C expressly mentioned the subject duties, while the bulletin on Relief Position No. 19-C did not, the duties have been exclusively assigned to the **occupant** of Position No. 5-C. Thus, the Petitioner's sole evidence of record is the information drawn from the face of the pertinent bulletins. But, as previously indicated, with knowledge of the **contents** of the bulletins and the meaning placed thereon by Petitioner, the Carrier entered a denial of exclusive assignment of the duties to claimant.

In this state of the record we must conclude that Petitioner has not carried its burden of proof in regard to exclusive assignment of the duties to claimant. In respect to a job bulletin, which describes particular work, this Board has held that such a bulletin, if challenged, does not constitute conclusive evidence of an exclusive reservation of the work described therein. **Awards** 14042,

14944, and L5695. In the face of Carrier's denial of the exclusive **assignment** of the duties to claimant, the Organization had the burden of producing evidence other than the bulletins **in** order to establish the facts underlying the claim; however, no such evidence was forthcoming and we shall **dismiss** the claim.

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 Employees involved in this dispute are respectively Carrier and **Employees** 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 is 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 29th day of June 1973.