

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 20069  
Docket Number CL-19799

John H. **Dorsey**, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station **Employees**  
**PARTIES TO DISPUTE:** (   
(Boston and **Maine** Corporation

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-7100)  
that:

1. The Carrier violated the **Rules** Agreement effective September 1, 1952 as amended and the National Agreement dated February 25, 1971, when on April 12, 1971 it abolished Clerk-Cashier position at North Adams, Mass. and assigned all of the work to the Agent, an **employee** outside the Class and Craft of the Agreement. Further violation occurred when on May 1, 1971 they re-assigned the preparation of freight bills rendering and collection of freight charges, rating and routing and other related functions to clerical employees in another seniority district.

2. Carrier shall now be required to pay Donald O. **Belleau**, Clerk, North Adams, Mass., for all wage losses, including subsequent fringe benefits, insurance premium payments, vacation credits, holidays and interest compounded at 6% continuous from April 12, 1971 to such time, when all work is restored to the Clerical Class and Craft within its original seniority district, subject to compliance with proper rules procedures for subsequent work transfers.

**OPINION OF BOARD:** There is in existence on this property an Agreement known as Decision CL-46 which became effective on March 23, 1959. Article I of that Agreement revised Rule I of the General Rules Agreement and provides in pertinent part as follows:

"(f) When a position covered by this agreement is abolished, the work previously assigned to such position which remains to be performed will be assigned in accordance with the following :

(1) To another position or other positions covered by this agreement when such other position **or** other positions remain in existence, at the location where the work of the abolished position is to be performed.

(2) In the event no position under this agreement exists at the location where the work of the abolished position or positions is to be performed, then it may be performed by an Agent, Ticket Agent, or Ticket Seller, or by a Yardmaster, Foreman,

" or other supervisory employe, provided that less than four hours' work per day of the abolished position or positions remains to be performed; and further provided that such work is incident to the duties of such Agent, Ticket Agent, Ticket Seller, **Yardmaster**, Foreman, or other supervisory employe.

(3) Work incident to and directly attached to the primary duties of another class or craft such as preparation of time cards, rendering statements, or reports in connection with the performance of duty, tickets collected, cars carried in trains, and cars inspected or duties of a similar character, may be performed by **employees** of such other craft or class.

(4) Performance of work by **employees** other than those covered by this agreement in accordance with paragraphs (2) and (3) of this Rule 1 (f) will not constitute a violation of any provisions of this agreement." (**Emphasis** supplied.)

A joint check of the records on the property failed to prove a violation of the Agreement as alleged in the claim. Organization failed to satisfy its burden of proof. Consequently, Section (f) (4) of Decision **CL-46, supra**, is dispositive of the issue raised by the Claim. We, therefore, will 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 **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

The claim fails for lack of proof.

A W A R D

**Claim** dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *AW Paulsen*  
**Executive** Secretary

Dated at Chicago, Illinois, this 14th day of December 1973.