

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20185
Docket Number CL-20247

Irwin M. Lieberman, Referee

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

PARTIES TO DISPUTE: \

(**Louisville** and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-7314) that:

1. Carrier violated Rules 1 and 5 as well as other related rules of the Clerks' Agreement, at Salem street Office, **commencing** September 14, 1971, when they **unilaterally** transferred work assigned to a position covered by our rules agreement to an **employee** not covered, and

2. Carrier be required to compensate Mr. E. E. Gould eight (8) hours pay for September 14, 15, 29, and 30; October 14, 15, 29, and 30; and four (4) hours September 16; October 1, 16, and **28**; as well as four (4) hours on November 1, 1971 and

3. Carrier be required to compensate Claimant Gould for each day the violation continues and/or his **successors** as set forth in **Employees'** Exhibit "A".

OPINION OF BOARD: The claim **of** the Petitioner is that Carrier "unilaterally transferred work assigned to a position covered by our rules agreement to an **employee** not covered."

It appears that the work complained of is work performed by the Division Accountant, which position was established at **LaFayette**, Indiana, shortly **after** the **Monon** Railroad was acquired by and became a part of the Louisville and Nashville Railroad Company.

The Carrier contends that the Division Accountant at **LaFayette** performs the same type of work performed by other Division Accountants, **primarily** to check **time** returns and distribution for accuracy, and that he reports directly to and is under the jurisdiction of the **Manager-Disbursements Accounting**. The Carrier also denies that the Division Accountant performs the work of the Chief Clerk, the claimant herein.

We have reviewed the entire record and find no proof whatsoever by the Petitioner that work covered by the Agreement was transferred to the Division Accountant. It is well established that mere assertions do not constitute proof. The checking of records for accuracy by officers and other non-agreement covered personnel is not a violation of **Agreements**.

The Petitioner relies upon **early** Awards Nos. 1209 and 1210. We have reviewed those awards and find that they cover entirely different situations where positions were abolished and there was an actual transfer of work. In the present case no positions were abolished and there is no probative evidence of a transfer of work. The claim must be denied.

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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By **Order** of Third Division

ATTEST: *A. W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1974.