

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **23332**

Docket Number **MS-23321**

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Anthony R. **Buscemi**
(The National Railroad Passenger Corporation

STATEMENT OF CLAIM: "Difference in Pay Between Rate quotation Clerk and Lead Baggage man."

OPINION OF BOARD: Claimant, Anthony R. **Buscemi**, while assigned as Lead **Baggage man**, claims Carrier violated the Agreement when he was required to perform the duties of a Rate Quotation Clerk and was not compensated as such.

Claimant contends that **Carrier's** action **violated** Rule 11(h) which states:

"**Employees** temporarily assigned to higher rated positions in job categories shall receive the higher rates for four **(4)** hours work or less, and if held in such job category **in** excess of four (4) hours, a **minimum** of eight (8) hours at the **higher** rate."

The duties of the Rate **Quotation Clerk** are distinctly different from that of a **Lead Baggage man**. The **Rate Quotation Clerk** is compensated at a higher rate than a **Lead Baggage man**. Specifically, the **Rate Quotation Clerk** position is **primarily** responsible for quoting and developing rates. In contrast, the **Lead Baggage man** position has nothing to do with the developing of rates.

In order to have his claim sustained, Claimant has the burden of introducing specific **and probative** evidence to establish **that** he performed the duties of the higher rated position. Assertions that he performed the duties do not suffice. See Awards **21268, 21658 and 21677**.

Here, no such proof has been brought forward. Claimant has not met this burden. **While** the Claimant has repeatedly contended that the Agreement was violated, the fact **remains** that there is a **complete** failure to prove that Carrier's action was a violation. In fact, Claimant did not establish that he performed any of the duties of the higher **rated** Rate quotation Clerk position while employed as a **Lead Baggage man**. Without such proof, **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. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 19th day of June 1981.

