

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25990

Docket Number CL-25483

John E. Cloney, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railway and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9870) that:

1. Carrier violated the effective Clerk's Agreement when on February 28, March 1, 7, 8, and 10, 1983, it transferred work from Joliet, Illinois to Gary, Indiana without prior conference and Agreement.

2. Carrier shall now compensate Ms. Joan Golf for eight (8) hours' pay at the time and one-half rate of Position MW-616 for each of the above dates."

OPINION OF BOARD: The Carrier maintains offices at Gary, Indiana and Joliet, Illinois. When the Claim arose Manager of Scales and Work Equipment Casey was headquartered at Joliet where the Organization alleges stenographic duties relating to his work were performed by the incumbent of Position MW-616. Claimant, the incumbent of Steno-Clerk Position MW-667 at Gary, Indiana, performed certain typing work on the dates for which Claim is made. The Organization contends this typing should have been done by the higher rated MW-616 position at Joliet. In the Organization's view this constitutes a transfer of positions and work from one city to another without notice or Agreement in violation of Rule 5.

The Carrier contends, and the Organization does not deny, Casey has always divided his time between Gary and Joliet and has his typing done where he is spending most of his time. It points out Casey was not transferred to a different department and argues the work was routine stenographic work encompassed within the duties of Position MW-667. Carrier also contends the 1965 National Job Stabilization Agreement supersedes Rule 5.

This Board has consistently held "the moving party in a dispute such as we have here has the burden of proving all essential elements of its Claim." Third Division Award 24056.

In this Claim the Organization relies on the fact the description of duties of the MW-616 position makes specific reference to "S & WE sub-departments records and reports" while the MW-667 description does not. The latter does however include "perform stenographic duties, including typing . . ." This Board does not believe the language of MW-616 establishes that the typing done by Claimant was "transferred" work. No other evidence was presented. The evidence does not establish that the Carrier transferred any work from Joliet, Illinois to Gary, Indiana as alleged. Therefore, and all other considerations aside, we must deny 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

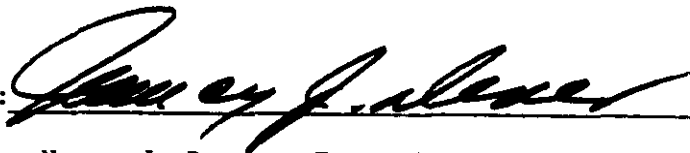
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 26th day of March 1986.

