

Award No. 13922

Docket No. CL-14304

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5377) that:

(1) Carrier violated the Clerks' current Agreement in contracting the unloading of automobiles at the Cotton Belt automobile unloading ramp, located in Bossier City, Louisiana, to the Complete Auto Transit Company and violated the Agreement in contracting with the Complete Auto Transit Company to make inspection of automobiles.

(2) Messrs. C. R. Ballard, George Brandon, C. L. Biggers and V. J. Serio, Shreveport, Louisiana, be compensated for wage loss suffered by the abolishment of position of Utility Claim Clerk.

(3) Carrier arrange a joint check to determine the compensation due each Claimant July 25, 1961, to and including the date claim is settled.

EMPLOYES' STATEMENT OF FACTS: On March 1, 1960, Mr. J. R. Holden, General Superintendent, Pine Bluff, Arkansas, issued his Advertisement No. N-8 covering position of Claim-Utility Clerk, Shreveport, Louisiana, hours 3:00 P. M., to 11:00 P. M., rate \$19.36 a day with rest days of Sunday and Monday, with duties consisting of checking automobiles arriving TOF Ramp, Bossier City, Louisiana, making all exceptions, if any, maintaining record of arrival, spotting and unloading and posting car records in Yard Office, Shreveport Yard, and other related duties. The same advertisement covered Relief Clerk position No. 4 which relieved the Claim-Utility Clerk on Sunday and Monday. These positions were assigned to Messrs. C. R. Ballard and George Brandon, respectively, on Advertisement No. N-9 of March 10, 1960.

On July 21, 1961, General Superintendent J. R. Holden issued a notice to Messrs. Ballard and Brandon that, effective end of tour of duty July 24, 1961, their positions of Claim-Utility Clerk and Relief Clerk Position No. 4, respectively, would be abolished.

claimed could not be ascertained from any record. As pointed out in companion case, the work of unloading the automobiles could not possibly have been handled on many dates by one man, and on other dates there was no unloading performed. Thus "wage loss" as result of abolishing the position could not be determined on basis claim was filed.

V.

In conclusion, Carrier reiterates that this claim is not supported by the rules of the Agreement and should be denied.

OPINION OF BOARD: Paragraph 1 of the Claim alleges two counts of violation of the Agreement by Carrier: (1) "contracting" the unloading of automobiles to the Complete Auto Transit Company; and (2) "contracting" with Complete Auto Transit Company to make inspection of automobiles. In the record, Clerks have adduced no proof to support the "contracting" allegation in either count. We will dismiss Paragraph 1 of the Claim for lack of proof.

Paragraph 2 of the Claim is premised on violations of the Agreement alleged in paragraph 1, thereof. Therefore, since we have found that paragraph 1 fails for lack of proof, we will deny paragraphs 2 and 3 of 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 paragraph 1 of the Claim fails for lack of proof and the failure is fatal to the Claim as a whole.

AWARD

Paragraph 1 of the Claim is dismissed.

Paragraphs 2 and 3 of the Claim are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of October 1965.