



Award No. 17212

Docket No. CL-17541

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(SUPPLEMENTAL)

David H. Brown, Referee

PARTIES TO DISPUTE:

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

**TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD
OF NEW ORLEANS**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6428) that:

1. Carrier violated and continues to violate the Clerks Agreement when effective March 3, 1967 it abolished Yard Clerk position No. 142 at Harvey, Louisiana and assigned clerical work to the Agent.

2. The Carrier shall be required to compensate General Clerk J. Carpenter, his successor or successors, for a two (2) hour call at punitive rate of pay each Monday thru Friday beginning March 6, 1967 and to continue until the clerical work now being performed by the Agent at Harvey, Louisiana, is returned to persons covered by the Clerks' Agreement.

EMPLOYEES' STATEMENT OF FACTS: For over 30 years prior to February 1967, the Carrier maintained an Agency at Gretna, Louisiana and at Harvey, Louisiana.

The Carrier's Agency force at Gretna, Louisiana for many years prior to February 1967 was—

<u>POSITION</u>	<u>ASSIGNMENT DAYS PER WEEK</u>	<u>HOURS OF ASSIGNMENT</u>	<u>AGREEMENT COVERED BY</u>
Agent	5	8:00 A.M. to 5:00 P.M.	Telegraphers
General Clerk	5	8:00 A.M. to 5:00 P.M.	Clerks

The Carrier's Agency force at Harvey, Louisiana for many years prior to February 1967 was—

<u>POSITION</u>	<u>ASSIGNMENT DAYS PER WEEK</u>	<u>HOURS OF ASSIGNMENT</u>	<u>AGREEMENT COVERED BY</u>
Agent	5	8:00 A.M. to 5:00 P.M.	Telegraphers
Yard Clerk	5	8:00 A.M. to 5:00 P.M.	Clerks

OPINION OF BOARD: The record of this case on the property is devoid of either allegation or proof that any provision of the Agreement was violated. No rule is cited; no claim of exclusivity of performance by members of the Organization is maintained.

Our Award 15835 (Ives) is, among many others, authority for the proposition that on the property the movant must make out a prima facie case of violation of a specific rule. Throughout the property history of the instant claim Carrier denied the violation of any rule. The record itself indicates a total absence of 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 Employes involved in this dispute are respectively Carrier and Employes 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of June 1969.