

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21628
Docket Number MS-21890

George S. Roukis, Referee

PARTIES TO DISPUTE: (Lewis C. Megginson, Jr.
(
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: (1) Carrier violated the Agreement when it required Clerk Lewis C. Megginson, Jr. on March 20, 1975 between the hours of 7:00 am and 3 pm at Portsmouth, Va. to perform duties which by history and tradition are performed by Yardmasters.

(2) Carrier shall compensate Lewis C. Megginson, Jr. the difference in pay between his clerical position and the Yardmaster position at Portsmouth, Va. (\$41.03 & \$53.92 respectively) for March 20, 1975 and each day thereafter so long as the violation continues.

(3) Carrier shall cease to require Mr. L. C. Megginson, Jr., or any other employees covered under the scope of said Agreement to exercise supervision over yard crews unless they are promoted to Yardmaster and are working as Yardmaster in accordance with Rule 43.

OPINION OF BOARD: The claimant is contending for yardmaster's rate of pay. It is axiomatic that in proceedings before this Board, the burden of proof is upon the Petitioner to prove the essential elements of the claim.

The record indicates that the alleged basis for Petitioner's claim is that he was required to relay instructions from the Agent-General Yardmaster to yard crews. There is no evidence of supervision of yard crews by claimant, or that he makes decisions as to work to be performed. It is well settled by Awards of the Fourth Division that the relaying of instructions is not yardmaster's work. In Third Division Award 19221 we held:

"The Board has ruled in many instances, that, in attempting to preserve certain rates, the comparison must be made between positions within the scope of one Agreement, not by comparing the rate of a position of one craft or class covered by one Agreement with the rate of a position of another craft or class covered by another Agreement."

The Petitioner has failed to present evidence to support the claim. It will, therefore, 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

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 29th day of July 1977.

