

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21804
Docket Number CL-21776

George S. Roukis, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
PARTIES TO DISPUTE: (
(The Pittsburgh and Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8174, that:

(a) The Carrier violated the Rules Agreement effective December 1, 1956, and more particularly a supplemental agreement of May 10, 1974, effective May 13, 1974, when it assigned work accruing to locations other than the Centralized Agency Office to the claimant B. Loveday while assigned to a position in the Centralized Agency Office, (work originating at McKeesport, Aliquippa, and Becks Run, Pennsylvania (on November 11, 13, 18, 25; December 5, 12, 1974, instead of having work performed in accordance with Article I paragraphs (2), (3) and (6) of this Agreement.

(b) The Carrier now be required to compensate Clerk B. Loveday for one additional day's pay, at the punitive rate of his assigned position, for each of the six dates, listed above, on which he was required to perform work allocated to the aforesaid outlying points (Aliquippa, McKeesport and Becks Run, Pennsylvania).

OPINION OF BOARD: Claimant in this case was regularly assigned as a General Clerk in Carrier's Centralized Agency Processing Office at Pittsburgh, Pennsylvania. The claims here were presented and progressed to our Board on the basis that claimant was required to perform waybill work involving shipment of hot metal cars which work should have been performed at the outlying points named in the Statement of Claim under the provisions of Centralized Agency Processing Agreement of May 10, 1974.

Carrier argues that the preparation of waybills for hot metal car shipments has always been performed at the Pittsburgh Central Office both before the May 10, 1974 Agreement and subsequent thereto. This type of handling, Carrier asserts, is necessary because of the unusual nature of the hot metal movements and the variable factors which go into the billing for these movements which are not available at the outlying originating point. Therefore, the hot metal car shipments are not

waybilling "for traffic originating" as contemplated by and referred to in the May 10, 1974 Agreement as accruing to the employees at the outlying originating points listed in the Agreement.

Petitioner acknowledges that the work of preparing waybills for hot metal cars "under the same unusual conditions has prevailed for many years" and was performed at the Pittsburgh office prior to the May 10, 1974 Agreement. However, petitioner now contends that the work should have been transferred to the outlying points with the adoption of the May 10, 1974 Agreement.

Carrier's argument in this case is more persuasive. The parties to the May 10, 1974 Agreement have both recognized that hot metal car movements are unique and require unique handling of the waybilling for such movements. Petitioner has not advanced any convincing evidence to the contrary. Rather, it relies on statements of changes in operations which it now says should have been made. This Board has repeatedly said that: " * * * In order to prevail the moving party must establish its claim by a preponderance of probative evidence. * * * ." (Award No. 20290). That has not been done here.

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;

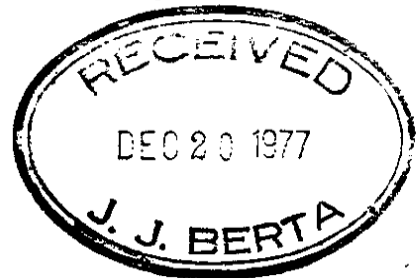
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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. Pugh
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1977.