

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23332
Docket Number MS-23321

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Anthony R. Buscemi
(The National Railroad Passenger Corporation

STATEMENT OF CLAIM: "Difference in Pay Between Rate Quotation Clerk and Lead Baggage-man."

OPINION OF BOARD: Claimant, Anthony R. Buscemi, while assigned as Lead Baggage-man, claims Carrier violated the Agreement when he was required to perform the duties of a Rate Quotation Clerk and was not compensated as such.

Claimant contends that Carrier's action violated Rule 11(h) which states:

"Employees temporarily assigned to higher rated positions in job categories shall receive the higher rates for four (4) hours work or less, and if held in such job category in excess of four (4) hours, a minimum of eight (8) hours at the higher rate."

The duties of the Rate Quotation Clerk are distinctly different from that of a Lead Baggage-man. The Rate Quotation Clerk is compensated at a higher rate than a Lead Baggage-man. Specifically, the Rate Quotation Clerk position is primarily responsible for quoting and developing rates. In contrast, the Lead Baggage-man position has nothing to do with the developing of rates.

In order to have his claim sustained, Claimant has the burden of introducing specific and probative evidence to establish that he performed the duties of the higher rated position. Assertions that he performed the duties do not suffice. See Awards 21268, 21658 and 21677.

Here, no such proof has been brought forward. Claimant has not met this burden. While the Claimant has repeatedly contended that the Agreement was violated, the fact remains that there is a complete failure to prove that Carrier's action was a violation. In fact, Claimant did not establish that he performed any of the duties of the higher rated Rate Quotation Clerk position while employed as a Lead Baggage-man. Without such 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 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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 19th day of June 1981.

