

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(
(CSX Transportation, Inc. (formerly The Seaboard Coastline
Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10467) that:

1. Carrier violated the Agreement when it contracted with the City Contract Bus Service to transport train and yard crews at Southover Yard, Savannah, Georgia.

2. Carrier shall compensate the Senior Available Clerk eight (8) hours' pay per shift, three (3) shifts a day, seven (7) days a week, at the applicable rate of \$105.22 per day. To begin on the first day of the violation, May 31, 1987, 2nd Shift, and be on a continuous basis until the violation is stopped and the work returned."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute has produced a rather lengthy record and includes numerous arguments and contentions that are not particularly relevant and tend to obfuscate the fundamental assertion by the Organization that the Carrier violated Rule 1, Scope of the Agreement, when it contracted with the City Contract Bus service to transport train and yard crews within the confines of Southover Yard, Savannah, Georgia.

The Board, after careful review of that part of the record properly before us and with full understanding of the Carrier's arguments, finds that the Organization has met its burden of proof.

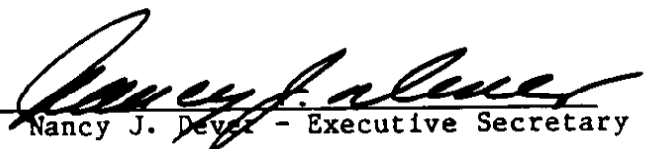
Based on the record of the handling of this claim on the property, the Board finds that the Organization has made a prima facie case, which was not refuted by the Carrier. A prima facie case, in this instance, consists of evidence which standing alone and unexplained or un rebutted warrants a finding by this Board that crew hauling within the Southover Yard was performed by Clerks and Switchmen/Herders. When so concluding, we rely primarily on the Organization's letter of June 15, 1988, and the Carrier's responding letter of July 3, 1989.

Turning to the question of damages, the record is weak with respect to the measure of the amount of work involved. We agree with the Carrier when it asserted the claim is excessive, although the Carrier also did not provide any pertinent information. Based on our best analysis of the record, the Board concludes that 30 minutes per shift (pro rata) would be a reasonable award.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1992.