

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen/Division of TCU
(CSX Transportation, Inc.
(Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM:

1. That the Louisville and Nashville Railroad Company (hereinafter referred to as the Carrier) violated the controlling Agreement when they assigned or allowed other than carmen, namely trainmen and switchmen, to perform the work of coupling, testing and inspecting air brakes, application and removal of ground air on trains, and the application and removal of end-of-train devices on trains in Hazard Yards at Hazard, Kentucky.

2. And consequently, Carrier should be ordered to additionally compensate the first out available carman on the Hazard Yard miscellaneous overtime board (hereinafter referred to as the Claimants) in the amount and on the date listed below as a result of said violations:

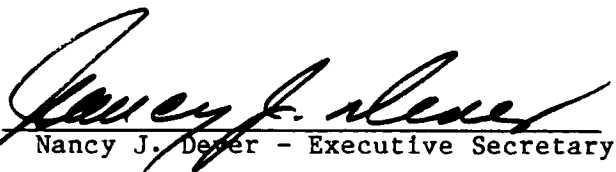
| | | | |
|------|--------------------|--------------|------------------|
| (1) | August 27, 1987 | Second Shift | 8 Hours Overtime |
| (2) | August 28, 1987 | Second Shift | 8 Hours Overtime |
| (3) | August 29, 1987 | Second Shift | 8 Hours Overtime |
| (4) | August 29, 1987 | Third Shift | 8 Hours Overtime |
| (5) | August 30, 1987 | Second Shift | 8 Hours Overtime |
| (6) | September 2, 1987 | Second Shift | 8 Hours Overtime |
| (7) | September 3, 1987 | Second Shift | 8 Hours Overtime |
| (8) | September 5, 1987 | Second Shift | 8 Hours Overtime |
| (9) | September 5, 1987 | Third Shift | 8 Hours Overtime |
| (10) | September 6, 1987 | Second Shift | 8 Hours Overtime |
| (11) | September 9, 1987 | Second Shift | 8 Hours Overtime |
| (12) | September 10, 1987 | Second Shift | 8 Hours Overtime |
| (13) | September 11, 1987 | Second Shift | 8 hours Overtime |
| (14) | September 12, 1987 | Second Shift | 8 Hours Overtime |
| (15) | September 12, 1987 | Third Shift | 8 Hours Overtime |
| (16) | September 13, 1987 | Second Shift | 8 Hours Overtime |
| (17) | September 16, 1987 | Second Shift | 8 Hours Overtime |
| (18) | September 17, 1987 | Second Shift | 8 Hours Overtime |
| (19) | September 18, 1987 | Second Shift | 8 Hours Overtime |
| (20) | September 19, 1987 | Second Shift | 8 Hours Overtime |
| (21) | September 19, 1987 | Third Shift | 8 Hours Overtime |

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1991.

| | | | |
|------|--------------------|--------------|------------------|
| (22) | September 20, 1987 | Second Shift | 8 Hours Overtime |
| (23) | September 23, 1987 | Second Shift | 8 Hours Overtime |
| (24) | September 24, 1987 | Second Shift | 8 Hours Overtime |
| (25) | September 25, 1987 | Second Shift | 8 Hours Overtime |
| (26) | September 26, 1987 | Second Shift | 8 Hours Overtime |
| (27) | September 26, 1987 | Third Shift | 8 Hours Overtime |
| (28) | September 27, 1987 | Second Shift | 8 Hours Overtime |
| (29) | October 3, 1987 | Third Shift | 8 Hours Overtime |
| (30) | October 10, 1987 | Third Shift | 8 Hours Overtime |
| (31) | October 17, 1987 | Third Shift | 8 Hours Overtime |

FINDINGS:

The Second 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.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute but chose not to file a response with the Division.

The focus of the instant Claim is the alleged coupling of air hoses, inspection and testing of air brakes, maintaining and removal of yard air from cars, and application and removal of train devices by crafts other than Car-men. Throughout the handling on the property the Organization argues that Carrier blanked the third shift on Saturday night and the second shift Wednesday through Sunday at Hazard, Kentucky and allowed trainmen to do Carman's work.

Significantly, not only did the Carrier deny any violation, but it challenged the Organization to produce specifics. Our review finds no evidence or record to support the Claim. The Organization did not provide any probative evidence. This record includes factual data on the dates and shifts that were blanked. Avoiding assertions and assumptions, we find no facts and evidence demonstrating that any of the disputed work was ever performed. There is not even a record of any train that ever departed Hazard Yards on the disputed shifts or the cataloging of train numbers, times when certain work was performed, and the individual employees of another craft that performed the work.

The burden of proof rests with the moving party. In the case at bar, the Organization has not met that burden. We are compelled to deny the Claim for lack of proof.