

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 24914  
Docket No. 44464  
98-1-95-1-G-1688

The First Division consisted of the regular members and in addition Referee Robert E. Peterson when award was rendered.

(United Transportation Union  
**PARTIES TO DISPUTE:** (  
(Grand Trunk Western Railroad Incorporated

**STATEMENT OF CLAIM:**

"DTSL Sub-division claim of Trainman B. Ruetz for eight (8) hours account not called to work with Train 861/WC43 train crew at Stanley Yard spotting train in Track S-6. Crew required by Stanley hump yardmaster to spot track s-6 by shoving beyond the clearance point (86 cars) to the Air Plant utilizing a Conrail utility man instead of DTSL (GTW) employee. Docket 452 Claim 11"

**FINDINGS:**

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

This claim for eight hours pay for not being called off the extra board to go to Conrail's Stanley Yard so as to tell Train No. 861 where to stop or spot cars in making a delivery of cars to the air plant at such location must be denied since it is evident that no rule support or other probative documentation was offered in presentation and

handling of the claim on the property. As presented and progressed on the property, support for the claim was limited to vague and insufficient contentions. The claim as presented stated:

“Claim 11 is for the extra trainman not called to work with a puller crew, required to work with a Conrail utility man spotting the train on an interchange delivery.”

Despite a Carrier request that the Organization set forth its position in writing, including rule support and any other material supportive of its contentions, nothing was presented in writing on the property until after this Board was notified of an intention by the Organization to progress the dispute to the Board for adjudication.

Under the circumstances, it being evident that the Organization failed to meet its burden of proof during the handling of the claim on the property, or to follow the Rules of Procedure as set out in Circular No. 1 of this Board, the claim will be denied.

#### AWARD

Claim denied.

#### ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division

Dated at Chicago, Illinois, this 30th day of June 1998.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 24915  
Docket No. 44476  
98-1-95-1-G-1679

The First Division consisted of the regular members and in addition Referee Robert E. Peterson when award was rendered.

**PARTIES TO DISPUTE:** (United Transportation Union  
(Grand Trunk Western Railroad Incorporated

**STATEMENT OF CLAIM:**

"DTSL Sub-division claim of Conductor Lewandowski and Trainmen Jankowski and Dorner for eight (8) hours account required to give train DM 52 its own air brake test prior to departure from Lang Yard. No car inspector on duty. Docket 452 Claim 82."

**FINDINGS:**

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Board finds that the claim of the employees that they are entitled to an additional day's pay for performing air tests on their own train must be denied as without merit pursuant to a March 25, 1977 Agreement between the parties. This Agreement set forth a listing of specific types of claims and grievances, "regardless of how stated," which fall within the ambit or purview of general statements of alleged violations of the collective bargaining agreement that were not thereafter to be