

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19456  
Docket Number TE-17598

Arthur W. Devine, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
( (Formerly Transportation-Communication Employees Union)

PARTIES TO DISPUTE: (

(The Texas and Pacific Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Texas and Pacific Railway, that:

1. Carrier engaged in bad faith bargaining and violated existing Agreements between the parties when on February 15, 1966, it transferred work being performed exclusively by telegraphers at the "GO" Telegraph Relay Office, Dallas, Texas, out of their respective seniority districts and across craft lines.
2. Carrier shall restore said work to the Telegraphers' Agreement and allow the senior idle telegrapher, extra in preference, holding "prior rights" in the "NY" Telegraph Relay Office at Fort Worth, Texas, eight hours' pay at the applicable straight time rate, commencing with the date of February 15, 1966 and continuing on a daily basis thereafter until the violation shall have been corrected.
3. Carrier shall allow a joint check of the records to determine the names of the beneficial claimants and amounts due each.

OPINION OF BOARD: The claim alleges that the Carrier engaged in bad faith bargaining and violated existing agreements when on February 15, 1966, it transferred work being performed exclusively by telegraphers in "G" Telegraph Relay Office, Dallas, Texas, out of their respective seniority districts and across craft lines.

It is clear from the record that the basis for the claim is the installation and operation of teletype machines in Carrier's Traffic Office at Dallas, Texas. On the property and before this Board the Petitioner contends that the Carrier was guilty of bad faith bargaining in connection with the installation and operation of the teletype machines in the Traffic Office. This Board has no jurisdiction to attempt to enforce good faith bargaining. It cannot force the parties to negotiate nor can it prescribe an agreement for the parties.

As to the alleged transfer of work, in the handling of the dispute on the property the Carrier called attention, and properly so in our opinion, to the Scope Rule of the applicable agreement which reads in part:

"This agreement will govern the working conditions and compensation of .....operators of teletype or other mechanical transmission or reception devices located in telegraph offices;

\* \* \* \* \*

"The term 'telegraph office' as used herein means any office where teletype or other mechanical telegraph or reception appliances are installed in the future to handle intercity messages."

The Carrier contended on the property that the telegraph machines in the Dallas Traffic Office are used for intracity communications only, and that such work has been done by other than telegraphers for years. There is no probative evidence in the record to the contrary. Under these circumstances we can only find that the Petitioner has failed to prove that a transfer or work across craft lines actually occurred. We will, therefore, dismiss the claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1972.