

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20217
Docket Number CL-17072

Frederick R. **Blackwell**, Referee

(Brotherhood of Railway, Airline and Steamship
(Clerks, Freight Handlers, Express and
(Station **Employees**

PARTIES TO DISPUTE:

[Chicago, Burlington & Quincy Railroad Company

STATEMENT OF CLAIM:

Claim of the System Committee of the **Brother-**
hood (GL-6227) that:

1. Carrier violated the Clerks' Agreement, particularly Rule 1 - Scope, Rule 3 - Definition of Clerks and Office Machine Operators, Rule 43 - Absorbing Overtime, Rule 63 - Equipment and Article III, Section 1, of the Mediation Agreement, Case 7128 of February 7, 1965, when it required or permitted employees who do not occupy positions coming within and under the craft and class of clerical **employees** to perform clerical work at its East St. Louis, Illinois Yard Office, beginning on February 21, 1966 and continuing seven (7) days per week thereafter between the hours of 4:00 p.m. and 12:00 a.m.

2. That Mr. R. E. Dollinger, occupant of Night Rate Clerk position No. 1086, assigned 4:00 p.m. to 12:00 a.m., and Mr. W. R. Goldschmidt, Relief Clerk thereto on Sunday and Monday and their successors if any, be compensated for the work lost on each of their work days two hours at **punitive** rate of Night Rate Clerk position (\$4.3765 per hour) until the violation is corrected.

OPINION OF BOARD: The Claimants hold clerical positions at the Carrier's East St. Louis Yard Office where, prior to February 21, 1966, the clerical force consisted of nine regular positions and three relief positions. On November 15, 1965 the Carrier installed an IBM Printer in the office; on February 21, 1966, three additional IBM machines were installed. There was no telegrapher force at the yard office prior to February 21, 1966, but, on or about that date, two telegraphers were transferred to the yard office from a relay office about three miles away.

The claim is that the Agreement was violated when, on or about February 21, 1966, the Carrier transferred certain clerical work that had been performed by clerks at the yard office to the two telegraphers to be performed intermittently on the IBM equipment. Rule 1 (Scope), Rule 3 (Definition of Clerks and Office Machine Operators), Rule 43 (Absorbing Overtime), and Rule 63 (Equipment) are specifically cited

as having been violated by the alleged transfer of work. The Carrier's position is that the installation of the **IBM** equipment and the assignment of telegraphers in the **East** St. Louis Office has not **infringed** upon the work performed by the clerks **at** that location. The Carrier specifically states in its Submission that: "Every time the dispute was discussed on the property, the Carrier was very explicit in pointing out that there was 'NO' work transferred across craft lines to the telegraphers. In the first place the clerks continue to perform the same work, but with newer equipment, than they did prior to this claim."

The **Employees'** basic **allegation** on the property was that telegraphers had performed clerical work consisting of making interchange reports to connections, checking interchanges, and doing other clerical work inside the **East** St. Louis Yard Office, beginning February **21**, 1966 and each day thereafter. **The** burden of adducing probative evidence to support this allegation was of course upon the **Employees**. However, the record is barren of the requisite **evidence** and we can but conclude that the **Employees** have not met their evidenciary burden. **Mere** repetition of the basic **allegation** does not convert it into an established fact. Accordingly, we shall dismiss the claim.

In conclusion we note that the record of this dispute contains **argument** and counterargument on a great number of issues which have been omitted from the foregoing discussion. The omitted issues are not germane to our disposition of the **case** and, consequently, our opinion has been confined to the narrow evidenciary ground on which this Award is based.

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

The claim is dismissed.

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1974.