

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20477
Docket Number CL-16413

David P. Twomey, 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 Brotherhood
(GL-6649) that the:

(1) Carrier violated the Agreement of January 1, 1961, particularly Rule 1, when it permitted or required employees not coming under and within the scope of the Clerks' Agreement to perform work, services, and operations coming under and within the scope of the said Agreement, beginning November 30, 1967, and daily thereafter.

(2) Carrier **shall** be directed by appropriate order to restore the work to employees entitled to it under the provisions of the Clerks' Agreement.

(3) **Carrier** shall, because of the violation set out above, compensate the following named employees who were adversely affected, and/or their **successors** if there be any, eight (8) hours' pay at the time and one-half rate of their positions beginning November 30, 1967, and daily thereafter until the violation is corrected:

(a) W. W. Lebsack, occupant of Desk Clerk Position No. 1401.

(b) G. F. **Cosier**, occupant of Desk Clerk Position No. 1402.

(c) F. H. **McMeen**, occupant of Desk Clerk Position No. 1403.

(d) W. E. Schleicher, occupant of Car Service Clerk
Position No. 1475.

(e) R. A. **Wollenberg**, occupant of Car Service Clerk
Position No. 1476.

OPINION OF BOARD: The claimants hold clerical positions at the Carrier's yard office located in Lincoln, Nebraska. Prior to October 4, 1967 the telegrapher force at this point consisted of only three operator positions, one on each shift seven days a week. These telegraphers handled all of the freight train order **work** at Lincoln, and in addition, transmitted all communications of record and **various** train reports transmitted to destination points of the freight trains operating out of Lincoln, such as Galesburg, Denver, Chicago, etc. For some of the

data needed to send in their reports telegraphers used key punch machines to make **IBM** cards, from which they made a perforated tape, and the tape would be fed into a teletype machine to transmit the data. Because of the increasing demand for information on freight cars these **telegraphers** were seriously overburdened. To relieve this condition, effective October 4, 1967, an additional 3 telegraphers were added to the force.

The claim is that the Clerks Agreement was violated when these additional telegrapher operator positions were added to the force. The Carrier denied that any work belonging to clerks was transferred to telegraphers. The record contains allegation concerning a transfer of clerk's work but no proof on what work was transferred, how it was transferred, who did it before the transfer and how it was Qne after the transfer.

In a nearly identical case involving these same parties, same contentions, rules, and same arguments this Board in Award 20217 (Referee **Blackwell**) stated:

"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 the instant case we find that the **Employees**, as in Award 20217, have not set their burden of proof. Accordingly we shall dismiss the claim.

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

That the Agreement was not violated.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Paulson*
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October 1974.