

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5248) that:

(1) The Carrier violated the Rules of the Clerks' Agreement when, beginning on or about August 24, 1961, it arbitrarily and unilaterally, without conference or agreement, removed work from Yard Clerks' and Crew Dispatchers' performance at Columbus, Georgia Yard Office and transferred it to Telegrapher Operators' performance, such Telegraph Operators being located in a room in the Yard Office Building directly above the Yard Office at Columbus, Georgia, and that,

(2) Crew Dispatchers J. L. Patrick for first trick; W. A. Watkins for second trick; R. D. Gibson for third trick; C. J. Alford, Relief Clerk; J. F. Durham, Relief Clerk; O. V. Mitchell, Relief Clerk, and/or their successor or successors, if any, shall now be paid one (1) day's pay for each of the five (5) days on the regular assignment of Crew Dispatchers and two (2) day's pay for each of the Relief assignments retroactive to August 24, 1961 at rate of \$470.66 per month (subject to any and all wage adjustment subsequent to August 24, 1961), this claim to continue in effect until all of this work is restored to Yard Clerk's and Crew Dispatchers' performance.

EMPLOYEES' STATEMENT OF FACTS: On or about August 24, 1961 Carrier removed the base radio sets with call letters KIG 733, Conelrad Alert Radio, which was used for communicating with switch engines, trains and train crews from the Yard Office at Columbus, Georgia which had theretofore been operated solely and exclusively by Crew Dispatchers and Yard Clerks in Columbus Yard Office and transferred same upstairs to the Telegraph Office directly above Yard Office and did transfer all the work which had been performed solely and exclusively by Crew Dispatchers and Yard Clerks from these Clerks' performance to Telegraph Operators who are not covered by the Clerks' Agreement of December 1, 1956 as amended.

In view of all the facts and circumstances shown by the Carrier in this Ex Parte Submission, Carrier respectfully requests the Board to deny the claim in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants contend that on or about August 24, 1961, Carrier moved the base radio sets which had been used and operated solely and exclusively from the Yard office at Columbus, Georgia, by Crew Dispatchers and Yard Clerks in communicating with switch engines, trains and train crews and transferred all of this work which had been previously performed by Crew Dispatchers since the original installation on or about April 1, 1954, to Telegraph Operators who were not covered by the Clerks' Agreement (effective December 1, 1956, as amended); claimants further contend that, as they were doing this type of work at the time of the 1956 Agreement, removal of this work, under the Scope Rule of the agreement, could not be permitted except in the manner provided by the Rules.

It is Carrier's contention that it is the sole prerogative of Carrier as to whether or not radios will be installed and made available, when they would be installed and who should use them; that the word "radio" does not appear anywhere in the Clerks' Agreement, that the use of radios is not restricted to any single craft or class of employees and they are used generally by all employees; that in the bulletins advertising the positions of Crew Dispatchers and Yard Clerks none of them contain the word "radio"; that the radio sets were not moved from the Yard office to remove the work of Yard Clerks or Crew Dispatchers but in order that Telegraph Operators might issue train orders and messages and that radios are still available to employees within the Clerks' Agreement; that no positions have been abolished and the Crew Dispatchers and Yard Clerks are working their respective positions. Carrier further maintains that Claimants have misrepresented the facts—that Telegraph Operators had operated radios at Columbus, Georgia, prior to moving the sets to the second floor of the Yard Office Building.

Claimants, having presented this claim, have the burden of proving it. There has been a complete denial by the Carrier of the facts presented by the Claimants. It is evident from the reading of the record that what Claimants are relying on are mere assertions. Carrier's denial has put upon the Claimants the burden of substantiating the assertions they have made by competent evidence—just saying something does not establish the truth of the assertion. We feel that Claimants have failed to sustain the burden so consequently the claim must be denied.

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 there has been no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.