



Award Number 17740

Docket Number TE-16391

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert C. McCandless, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Missouri Pacific Railroad (Gulf District), that:

1. Carrier violated the terms of the Agreements, hereinbelow stated, when on the 5th day of April 1965, acting alone, it unilaterally and arbitrarily removed the delivering of certain train orders from the telegraphers in "MS" Office, San Antonio, Texas, and assigned such work to messengers, employees outside the Telegraphers' Agreement.

Additionally, on the 28th day of April 1965, Carrier, acting alone, unilaterally and arbitrarily transferred the telegraphers from "MS" Office, San Antonio, Texas, to a point named "Sosan, Texas" and transferred the delivering of train orders from trains No. 2 and No. 8 to callers, across craft lines, to employees outside the Telegraphers' Agreement.

2. Carrier shall compensate an employee not otherwise compensated on each day for each eight (8) hour tour of duty on a twenty-four (24) hour basis for each shift in "MS" Office, in the passenger station at San Antonio, Texas, beginning April 28, 1965 and continuing thereafter until the notice and Implementing Agreement provisions of the February 7, 1965 Agreement are carried out in their entirety due to the transfer of telegraphers and work without Agreement authority;

Additionally, Carrier shall compensate each idle telegrapher at San Antonio, Texas, idle on rest day or entitled to a call, one call, three hours pro rata pay for each train order delivered by callers, or any other outsider, beginning April 5, 1965 and continuing thereafter as long as this violative action is permitted.

Carrier's records shall be jointly checked to determine the extent of this violative action.

EMPLOYEES' STATEMENT OF FACTS: San Antonio, Texas is located on the Palestine Division of Missouri Pacific Railroad. Since the beginning of the railroad at this location the communication office was situated within the passenger station in downtown San Antonio. This office was assigned to the specific duty of copying and delivering train orders, handling all other forms of communication and testing and regulating all circuits both non and physical between Taylor and Laredo, Texas and several branches.

ployees Union, but find no provision contained therein which prohibits the Carrier from moving the Relay Office from the passenger station at San Antonio to the new facilities located in the yard in the southern part of San Antonio. Neither do we find any provision contained therein which supports your contention that it is a violation of the Agreement to have certain train orders which have been received and copied by telegraphers placed in a sealed envelope addressed to the conductor of the crew to whom the orders are addressed and delivered by a messenger or other employee. In fact, we find no provision in the Agreement providing that only telegraphers may handle or deliver train orders.

In view of the foregoing, we find no basis for these claims and they are, therefore, respectfully declined.

Yours truly,
/s/ B. W. SMITH"

The claims were discussed in conference on January 5 and 6, 1966, and in view of the fact no new facts or evidence were presented the decision of the Director of Labor Relations dated July 7, 1965, was affirmed and the General Chairman notified in writing accordingly.

(Exhibits Not Reproduced)

OPINION OF BOARD: Employees base the instant claim on two parts: (1) That Carrier violated the Agreement by transferring Claimant-Telegraphers four miles to new headquarters; and (2) That by so making this transfer, "others" were allowed and instructed to do work ordinarily handled by Telegraphers, also in violation of the Agreement. Employees ask compensation for each employee "not otherwise compensated on each day for each eight (8) hour tour of duty on a twenty-four (24) hour basis for each shift in 'MS' office" and for "each idle Telegrapher at San Antonio, Texas idle on rest day or entitled to a call"

We have reviewed the line of cases which have been cited by Employees, holding generally that Claimants need not be identified by name if their identity is readily ascertainable. Further, the Board is fully cognizant of its responsibility to rule on the merits of an individual case, where and whenever possible. However, this Board feels that in the instant case the Employees have failed to attempt to set out reasonable parameters of how many claimants might be affected, who they might be, and how much back compensation might be involved. We are convinced that Employees could have been much more precise and specific, and their having not been so is fatal. We think to place a burden of guesswork on this Board of one of record-producing on Carrier would play mischief with the intent of the Railway Labor Act.

Consequently, we find we must dismiss this claim because Employees failed to sustain their burden of proof as to a violation of the Agreement for the moving of the "MS" office, as well as, for having failed to sufficiently identify their claimants so as to have presented this Board with some reasonable idea as to what a sustaining award would do or just whom it would affect.

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.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1970.