

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19726
Docket Number TE-19689

Irwin M. Lieberman, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
((formerly Transportation-Communication Division, BRAC)
PARTIES TO DISPUTE: (
(Chicago, Milwaukee, St. Paul and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Division, BRAC, on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, TC-5836, that:

1. Carrier violated the terms of Agreement on May 20, 1970, and continues to violate the terms of agreement each and every day thereafter, when it changed unilaterally the terms of Agreement and by-passes the telegraphers at "CG" Relay Office, Chicago, Illinois in the transmission and reception of car data (Carscope) and other communications, and requires or permits transmission and reception of car data (Carscope) by methods and procedures other than those established by Agreement, thus depriving telegraphers of work to which they are entitled.

2. As a result of these violations, Carrier shall pay the first, second and third extra relay operator attached to "CG" Relay Office, one day's pay respectively for three 8 hour shifts on each 24 hours commencing at 8:00 A.M., May 20, 1970 and continuing such payment each day thereafter that the violations are allowed to continue.

If there are no extra relay operators attached to "CG" Relay Office, then Carrier shall pay the three regularly assigned telegraphers who are off on their rest day or days, one day's pay respectively for three 8 hour shifts in each 24 hours commencing at 8:00 A.M. May 20, 1970 and continue. The term "telegraphers" includes the Chief and first and second Assistant Chief Operators.

3. Carrier shall restore and reestablish any and all positions abolished in "CH" Relay Office since the terms of Agreement were unilaterally changed and the violative methods and procedures have been in effect.

OPINION OF BOARD: The dispute in this case (and similar companion case Award No. 19725) is unique in that it is not the usual type of claim based on the removal of work from the scope of the Agreement, which is normally progressed to this Board. One need only analyze the statement of claims to ascertain that no telegrapher's work was transferred to, or performed by employees of other classes or crafts nor was it contracted out. The issue appears to arise from technological changes and differences in types of equipment used.

While the submission of the Organization as well as the correspondence on the property exhaustively set forth the history and development of the Telegrapher's Agreement, the Petitioner did not tell us what specific items of work were allegedly being performed outside the scope of the Telegrapher's Agreement, who was performing the work, or on what specific days any alleged violation took place. These facts are the essential ingredients in perfecting cases of this nature. Since the record is devoid of any probative evidence, we will dismiss this claim for lack of proof of any contract rule violation.

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 Employee 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. G. Killum
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1973.