

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20217
Docket Number CL-17072

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and Steamship
{ Clerks, Freight Handlers, Express and
{ Station Employes
{
(Chicago, Burlington & Quincy Railroad Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood (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 employes who do not occupy positions coming within and under the craft and class of clerical employes 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 mn.

2. That Mr. R. E. Dollinger, occupant of Night Rate Clerk position No. 1086, assigned 4:00 p.m. to 12:00 mn., 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 Employes' 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 Employes. However, the record is barren of the requisite evidence and we can but conclude that the Employes have not met their evidentiary 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 evidentiary 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 Employes involved in this dispute are respectively Carrier and Employes 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.