

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22106
Docket Number CL-22054

Irwin M. Lieberman, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
PARTIES TO DISPUTE: (
(Grand **Trunk** Western Railroad Company

STATEMENT OF CLAIM: **Claim** of the **System Committee** of the Brotherhood
(GL-8351) that:

1. Carrier violated the **agreement** when it transferred the work of blocking trains **from McCanley** Street Lev-n's Position, Battle Creek, Michigan to **Yardmasters** at West Tower, Battle Creek, Michigan.

2. Carrier shall **compensate** the senior idle available **employe** eight (8) hours time and one-half rate of **McCanley [sic]** Street **Leverman's** position for October 10, 11 and 12, 1975.

OPINION OF BOARD: On **March 15, 1975** the second and third shift **Levermen** positions at **McCanly** Street, Battle Creek, Michigan were abolished. At the **same time** the semaphore signal at **Helmer** Road was **dismantled** and **removed**. The work of the **Leverman** had been primarily the operation of an interlocking facility at **that** location and incidentally the operation of the **semaphore signal** at **Helmer** Road. Effective **April 27, 1975** the Carrier issued **Timetable** No. 23 which provided, *inter alia*:

"All eastward freight trains **approaching Helmer** Road **mileage 173.0**, **must** contact **Yardmaster** (West Tower) Battle Creek **Yardmaster** for instructions proceeding east of **Helmer** Road."

Petitioner contends that the changes indicated above resulted in the **Yardmaster** performing **Leverman** functions: blocking the train **movement** outside of yard **limits**. It is argued that Carrier **removed** work **from** the application of the **Agreement**, by **unilaterally** assigning work **remaining from** the **Leverman** assignments to an **employe not covered** by the Agreement. The work in question had previously been transmitted by the activation of the signal at **Helmer** Road. In this instance, it is argued, the transmission of verbal orders for movement of the eastbound trains past **the** positive block is work coming under the Agreement.

Carrier asserts that the **Yardmaster's** functions before and after **March 15, 1975** were identical. It is argued that both prior to and subsequent to that date direct radio **communication** occurred between the **Yardmaster** and the crews of eastbound trains relative to the yarding of the trains. The interlocking facility still is operated by **Levermen**.

An **examination** of the record of this dispute indicates that **Levermen** were never in the position of blocking trains, as that concept is defined in this industry (see Awards 12768 and 21074). Carrier's **statements** with respect to the functioning of the **Yardmasters** before and after **March 15th** were not denied by Petitioner. Consequently, we can find no work in this dispute which was previously assigned to **Levermen** now being performed by **Yardmasters**. The **elimination** of the signal and the abolishment of the two positions did not **automatically** cause consequences which resulted in violations of the **Agreement**. The only difference in the current functioning of the **Yardmaster**, as the record reveals, is that in the past the **Yardmaster** relayed **information** to the **Leverman** to cause the trains to stop at **Helmer Road**; that function is now being **performed** by the **Time Table**. It **must** be concluded that Petitioner has failed to present a factual basis for the charge that the **Agreement** has been violated.

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 has** not been violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this **16th** day of **June 1978**.