

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22151
Docket Number CL-21438

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: { (Brotherhood of Railway, Airline and
{ (Steamship Clerks, Freight Handlers,
{ Express and station Employees
{ (Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood,
GL-8046, that:

1. Carrier violated and continues to violate the Agreement between the parties when, commencing August 16, 1974, it assigned work of operating the console (Control panel) at the Crest Tower, Madison, Illinois, to employees not covered by the Scope of the Agreement.

2. Carrier shall, as a result, compensate the senior idle Towerman-Operator, extra in preference, eight hours' pay at the pro rata rate of the Leverman-Operator position, which he would have received if permitted to perform this work, for each shift commencing August 16, 1974, and continuing until the violation is discontinued.

NOTE: A joint check of Carrier's payroll records to be made to determine the extra and/or senior idle Leverman-Operator, each day, on each eight-hour shift, which of course, can be easily determined as Carrier maintains an Extra Board for Leverman-Operators.

OPINION OF BOARD: In August of 1974, Carrier installed a new facility at Crest Tower. The Organization contended that it had a contractual interest in the matter and asserted that certain work connected with the newly installed console was covered by the Scope Rule of its Agreement since "our members were then operating all similar consoles and related equipment and all of the towers on this property."

The Carrier denied the claim and has taken the position that work performed by the individual assigned to operate the console "falls far short of the duties included under Rule 1 Scope of the Agreement."

The United Transportation Union, whose members are performing the work in question, participated in the dispute as an interested third party and it concurs with the position advanced by Carrier.

Basically, the Organization asserts that Telegraphers have manned towers on the property since a point in time prior to 1904, and it is the work at those towers "which has evolved into the present form of work which, except for the disputed work in the instant claim, has been performed by members of this organization exclusively throughout the years."

As noted above, members of the United Transportation Union are performing the basic work in question under the position entitled Crest Retarder Foremen(CRF's). The employees herein do not dispute that, prior to the beginning of the installation here in dispute, Yardmen covered by the UTU Agreement handled snitches directing the movement of cars into various classification tracks at Madison Yard, but BRAC points out that such operations were manual and were performed by Yardmen working outside and under the direction of the Yardmaster, whereas the console in question is not unlike the consoles at various interlockings on this property in that switches controlling the operation and movement of trains, engines and cars are operated from such consoles - which work has been historically performed by members of the Organization to the exclusion of others.

In defense of its action, the Carrier points out that the operation of the Crest Tower controls only the movement of cars which are "free-rolling" and is unlike the operation through the Interlocking Plants. The Organization finds no significant difference in that asserted distinction although it concedes that no parallel situation exists on the property.

We have considered, at length, the rather detailed record submitted to the Board in this dispute, as well as the assertions and contentions of the parties as expressed in the hearing before the Referee. In our detailed consideration of the case, we have reviewed, among other things, the comparisons of work set forth by the Organization, as well as various agreements and Arbitration Awards thereunder. While we certainly do not minimize the very important work performed by the employees represented by the organization which brings this claim, at the same time, we are unable to find that there has been evidence presented to us which shows more than certain similarities of operations in some instances. The evidence does not demonstrate that the work being performed by members of United Transportation Union is of the same type and nature as the work which the Organization asserts it has performed exclusively over the years.

Accordingly, we will deny the claim.

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 was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of **July 1978**.