

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30972
Docket No. CL-29914
95-3-91-3-292

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

(Transportation Communications International
(Union

PARTIES TO DISPUTE:

(CSX Transportation, Inc. (former
(Seaboard Coast Line Railroad Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood (G.L.-10590) that:

1. Carrier violated the Agreement when, on October 14, 1989, it began the practice of having train messages for yard crews handled by the Yardmaster at Southover.

2. Carrier shall, because of violation cited above, compensate Mr. R. E. Bland a four (4) hour call for each time a train message is given to a yard crew by or via direction of yardmaster. When Mr. Bland is not available for this call, this claim will revert to Mr. J. T. Porter, and then to Mr. D. Anderson. This claim is to begin on October 14, 1989, and run on a continuous basis until resolved."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right to appearance at hearing thereon.

Prior to the establishment of Centralized Train Dispatching (CTD) Yardmasters secured verbal permission from the Train Dispatcher for yard crews to occupy main and signaled track. Yardmasters then gave permission to appropriate yard crews who they instructed to occupy such tracks. Subsequent to CTD, Operating

Rules were revised to the extent that yard crews were required to obtain train bulletins and messages before occupying such track.

On October 13, 1989, Carrier advised Yardmasters, via Savannah Terminal Bulletin No. 72, of the following:

"Effective at once the following is in effect to insure compliance with Operating Rules 83-a and 187.

A Train Bulletin will be issued to the "Yardmaster" at Southover continuing the "Charleston" and "Savannah" Subdivision train messages. This train bulletin should be issued shortly after midnight and be good for the rest of that date unless otherwise advised by the dispatcher.

The Yardmaster on duty must have his messages verified, noting date, time and dispatcher that verified the messages.

Each yardmaster reporting for duty must contact the Florence Dispatcher to have the train bulletins verified.

A copy of the train messages must be furnished to each Conductor on duty before his job occupies any position of signaled track.

If the job is not going to be on the signaled track (Example: West side most days) then he does not need a copy. You do not need a copy to begin work, you only need a copy to occupy the signaled track.

The Yard Conductor must ascertain from the Yardmaster that the bulletin has been verified and may then use the messages for the remainder of his shift.

It will not be necessary that each member of the crew have a copy, however, they must ascertain from the Conductor the job has a copy of the bulletin and it has been verified with the Yardmaster."

Simply put, subsequent to Bulletin No. 72, information that previously had been relayed verbally, was reduced to writing, remaining the Yardmaster's obligation to disseminate to his yard crew.

As a result of the aforementioned Bulletin, Claimant filed a time ticket on October 14, 1989 "for a four (4) hour call on a continuous basis."

Carrier denied the claim, asserting that:

"Contrary to your allegation, the handling of train bulletins and messages for yard crews has never been assigned to the clerical craft. Before CTD clerical employees did not obtain authorization for the movement of yard crews from the train dispatcher, as that has historically been a function assigned to yardmasters."

The Organization continued to progress the claim, alleging that "this work has historically been a function performed by clerk/operators covered by the TCU at Savannah, Ga." However, Carrier noted in its final declination:

"While there is no dispute that your craft handled communication of record for road crews, we adamantly disagree with your contention that this type of work for yard crews falls under the scope of your Agreement."

Upon review of the record submitted, we must conclude that the Organization has not provided any evidence of a violation of the Agreement. This dispute basically centers upon a distinction between the term "road crew" and the term "yard crew." Carrier did not dispute the Organization's contention that "your craft handled communication of record for road crew." Rather, Carrier asserted, and the Organization has not refuted, that the yard crew work at issue was "always" handled by Yardmasters, and is now done via computer printout rather than via telephone or other telecommunication devices. That action does not constitute a violation of the Agreement as the Organization has alleged. Based on the foregoing, this claim is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 26th day of July 1995.