

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

THE NEW YORK CENTRAL RAILROAD COMPANY
(Western District)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective agreement beginning on August 2, 1958, when it abolished four full time positions and one extra relief position of drawbridge operator at Cuyahoga Drawbridge No. 1 and thereafter assigned all of the drawbridge operator's work to employees holding no seniority under the scope of the Carrier's agreement with the Brotherhood of Maintenance of Way Employees.

(2) The four full time positions and one extra relief position of drawbridge operator at Cuyahoga Drawbridge No. 1 be restored to within the scope of the aforesaid agreement.

(3) Drawbridge Operators George Loede, Steve Paterek, W. B. Onuska, Joseph Mlady, L. E. Fissel, Carl Cook, J. L. Broughton, A. F. Morgan, and D. F. Quigney be reimbursed for any and all monetary losses sustained as a result of the violation referred to in Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: Ever since the drawbridge known as Cuyahoga Drawbridge No. 1 has been in operation on this property, the operation thereof has been exclusively assigned to and performed by employees holding seniority within the scope of this Carrier's agreement with the Brotherhood of Maintenance of Way Employees. Immediately preceding August 2, 1958, drawbridge operators holding seniority within the scope of the subject agreement were assigned on a three-shift basis as follows:

First shift	George Loede
Second shift	Steve Paterek
Third shift	J. L. Broughton
Regular five day relief	W. B. Onuska
One day extra relief per week	D. F. Quigney

OPINION OF BOARD: Prior to August 2, 1958, a position of Drawbridge Operator, existed in a Tower at Cuyahoga River Bridge No. 1, Cleveland, Ohio. This position handled the controls which governed the mechanical operation of the drawbridge. In addition Operator-Leverman positions existed at locations at either end of the drawbridge and at Front Street Tower. These positions controlled the signals which governed the movement of trains and engines approaching the bridge. The Drawbridge Operator positions were under the Maintenance of Way Agreement and the levermen under the Telegraphers' Agreement.

A change was made in the operation which entailed the remote control operation of signals, switches and interlockings that governed train and engine movements over the bridge. The Drawbridge Operator positions were abolished, also a leverman position at the east end of the bridge and at the Front Street Tower. The work was thus consolidated in one Tower at the west end of the bridge under an Operator Leverman.

The Claimants contended that the abolishment of the position of Drawbridge Operator was in violation of the agreement, as their work, mechanical operation of the bridge was now being performed by the Operator-Leverman in the Tower at the West end of the bridge.

The Carrier contended that the Scope Rule as alleged did not grant this work exclusively to the Drawbridge Operators, and cited locations where Operator-Leverman performed this work on the property. In addition the work was consolidated and controlled from a central point by the Operator-Leverman and there was no necessity to retain the operators at this location.

The question to be decided: Did the Carrier violate the Agreement when it assigned the work herein to Operator-Levermen under the Telegraphers' Agreement?

The record reveals that while the Claimants have operated the drawbridge mechanically at this location for many years, the Scope Rule of the agreement does not confine the operation of all drawbridges on the property to their classification. The record shows that six drawbridges on the property, in the general area, have been operated by Drawbridge Operators or Operator-Levermen subject to the Telegraphers' Agreement. Thus the present Claimants do not have the exclusive right to perform this work.

The record also discloses that it has been customary in the past where the controls of a drawbridge are located in a Tower or office staffed with employees subject to the Telegraphers' Agreement, and where it is physically possible for such employees to handle the drawbridge as a part of their duties, such employees may properly be assigned the work of handling the drawbridge. The Claimants have not denied the above facts concerning the distribution of the work. Thus from the facts in the record, we cannot conclude that all drawbridge operations have been confined to the Claimants classification of work.

The record further fails to establish that since the installation of the new system, the remote control of switch, signal and interlocking coupled with the consolidation of the entire operation into one Tower and operated by one Operator-Leverman, is relatively the same class of work which was performed by Claimants, as Drawbridge Operators at Cuyahoga River Bridge No. 1. Nevertheless, the record does show according to the following quote:

"The three Drawbridge Operator positions at Cuyahoga River Bridge No. 1 were abolished effective August 2, 1958, when the mechanical operation of the drawbridge was placed under the control of the Operator-Leverman in the tower at the west end of the bridge. This was done as a part of a project which also included the remote controlling of the switches and signals at each end of Bridge No. 1, as well as Front Street Interlocking Tower, from the tower at the west end of the bridge. This arrangement gave the Operator-Levermen in the tower at the west end of the bridge complete control of the bridge, as well as the switches and signals governing train and engine movements over the bridge, and thereby eliminated the need for the Drawbridge Operators previously employed as well as the Operator-Levermen previously employed at the east end of the bridge and at Front Street interlocking tower."

The record does not say specifically that an electrical device interlocked with the signal and switch system would activate the drawbridge, making the entire operation one of remote control and leave the remaining operation one of pushing buttons. However, the question arises: What work would the Claimants perform now at this new location? How much time would they take to perform their tasks? This Board has held in Award 2932 that routine functions in themselves are not the "attribute of any particular trade or profession". The record shows that the amount of time and work involved by the Claimants is not substantial enough to justify a sustaining award. The remaining work would not call on all the skills to be required of a Drawbridge Operator.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1964.