

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22106
Docket Number CL-22054

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(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 Leverman'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:

A. W. Pauls
Executive Secretary

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