

SPECIAL BOARD OF ADJUSTMENT NO. 605

AWARD NO. 442
CASE NO. CL-138-W

PARTIES TO DISPUTE:

TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS

- and -

BROTHERHOOD OF RAILWAY, AIRLINE
AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION
EMPLOYES

QUESTIONS AT ISSUE:

1. Did Carrier violate the provisions of Article III, Section I, of Mediation Agreement A-7128 of February 7, 1965, as amended July 20, 1979, when it unilaterally and without agreement implemented operational and technological change of installing a new machine known as "Traffic Control System Machine" in a new facility in North End Westbound, Madison Yards, Madison, Illinois, replacing the Centralized Traffic Control (CTC) machine and abolishing positions of Levermen/Operators covered under the craft and class of Clerks and transferred the work across craft lines to the employees covered under craft and class of Train Dispatchers.
2. Additionally, did Carrier violate Article IV, Sections 1 and 2 of Mediation Agreement No. A-7128 of February 7, 1965, as amended July 20, 1979, which it placed in a worse position with respect to compensation to the following employees:

<u>Name</u>	<u>Seniority Date</u>	<u>Protected Rate</u>
P. T. Minton	9/6/48	\$ 98.14
A. J. Lesko	3/18/47	\$ 101.69
D. Durborow	8/8/49	\$ 98.14
J. Mathewson	8/31/49	Not listed
E. Goldacker	5/5/42	\$ 97.54
J. H. Burmeister	3/28/62	\$ 99.78
B. H. Mueller	2/7/63	\$ 102.14
R. E. James	2/9/63	\$ 99.77
W. M. Dunn	2/9/63	\$ 101.75
A. E. Martin	6/1/66	\$ 109.37
T. R. Garsage	7/7/66	\$ 2,279.96 per month
D. P. Bonebrake	8/1/66	\$ 108.75
R. L. Perry	8/24/66	Not listed

who were adversely affected by abolishment or displacement due to Carrier's transfer of their work across craft lines to Train Dispatchers.

3. Shall Carrier now be required to compensate above named employees at their respective protected rates of pay five (5) days per week effective October 18, 1984, and continuing until allowed?

OPINION OF THE BOARD:

This dispute centers on Carrier's action in installing a new and improved Traffic Control System (in a separate facility) and abandoning the work of the CTC machine in the I.D. Tower in St. Louis, Missouri. The new machine was installed and Carrier abolished the positions of four Levermen-Clerks who had operated the old equipment in the I.D. Tower. The new equipment was operated by employees covered by Agreements with American Train Dispatchers Association.

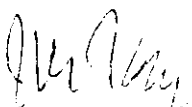
Petitioner argues that the work in question was transferred to a new facility where neither clerks nor dispatchers had previously worked and Carrier simply gave the former work performed by clerical employees to dispatchers. The Organization contends that the former awards indicating that if a CTC machine was installed in the Dispatchers' office the work belonged to dispatchers are therefore distinguishable from the circumstances in this dispute.

Carrier argues that the work in question has never been performed by the Leverman-Operators craft. Furthermore the issue has been dealt with in the identical circumstances by Third Division Award 20917.

Thus Carrier maintains that there was no need for an implementing agreement and the February 7, 1965 Agreement has no application to the circumstances herein.

In the Board's view Carrier's position is correct. The issue was indeed put to rest by the Third Division award cited by Carrier in a dispute between these same parties. Further, there was no crossing of craft lines and the problems raised herein have been considered by the Board on numerous prior occasions, such as Awards 276 and 392 among others. Since there was no violation of the February 7, 1965 Agreement, the three questions must be answered in the negative.

AWARD: The three questions are answered in the negative.



I. M. Lieberman, Chairman

Date: 3-22-67