

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Jay S. Parker, Referee

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**PARTIES TO DISPUTE:**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION  
THE WESTERN PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the American Train Dispatchers Association that: (a) Request by trick train dispatchers employed by The Western Pacific Railroad Company at Sacramento, California and at Elko, Nevada, that they be relieved from performing clerical and/or statistical duties including the compilation of data relating to gross ton miles reports, all of which consists of work not incident or related to the duties of trick train dispatchers as such duties are defined in Rule 1-(c) of the current agreement between the parties to this dispute.

(b) The Western Pacific Railroad Company shall pay all trick train dispatchers employed at Sacramento, California, and at Elko, Nevada, who have been and continue being required by the Carrier to perform such unrelated work concurrently with and in addition to their trick train dispatcher work defined in Rule 1-(c) of the agreement, an additional day's pay at clerks' rate for each day beginning with January 1, 1949, and on which they have performed and continued to perform such additional but unrelated work, until they are relieved from the performance of such work.

**EMPLOYEES' STATEMENT OF FACTS:** On January 1, 1949, The Western Pacific Railroad Company, hereinafter referred to as the Carrier, employed in its Sacramento, California dispatching office, three sets of trick train dispatchers composed of eleven regularly assigned positions including relief assignments, and in its Elko, Nevada dispatching office two sets of trick train dispatchers composed of seven regular assignments including a relief assignment.

In the then current agreement between the Carrier and the American Train Dispatchers Association, hereinafter referred to as the claimant, Rule 1 (c) reads:

**"DEFINITION OF TRICK TRAIN DISPATCHER'S POSITIONS."**

"(c) 'The above class includes positions in which the duties of incumbents are to be primarily responsible for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto, and to perform related work.'"

Under date of January 1, 1932, the Carrier promulgated the following special rule which is still in existence:

train dispatchers at Elko, Nevada, presented claims for an extra day's pay at an alleged clerk's rate of pay of \$11.84 per day (diligent search of Carrier's records reveals no such rate of pay) for each day subsequent to December 25, 1948, on which they performed the duties required by the superintendent's instructions of December 17, 1948. The claims were denied by Carrier.

**POSITION OF CARRIER:** The work in dispute, involved the tonnage of freight trains moved over the road. Under Rule 1(c), trick train dispatchers are responsible for the movement of these trains and are obligated to keep necessary records incident thereto. As a matter of fact, they have always recorded such data on the train sheets with the exception of the details with respect to the changes enroute and the calculation of the tonnage. In the timetable for the government of employes, a tonnage rating is published for each class of locomotive for its movement over each subdivision, and under the provisions of agreements with some of the Transportation Brotherhoods, the tonnage of each train is limited to the rating of the largest engine attached. It is incumbent upon the trick train dispatcher to be governed thereby and it is essential that at all times he have a record of the tonnage of each individual train moving over the road under his direction.

Economical operation of the railroad can be accomplished only by the utmost efficiency which, of course, makes mandatory the movement of the maximum tonnage possible in each train. To determine that all concerned, including trick train dispatchers, are getting the maximum out of each train movement, and to immediately correct any deviation, it is necessary that the officials have current information as to each freight train movement, and of necessity, this information is obtainable only through the data recorded on the train sheet.

Carrier is firmly of the opinion that all of the work here protested is within the intent and meaning of Rule 1(c) and you are urged to deny the claim of the employes because:

1. The recording on the train sheet of tonnage handled by each train is undeniably the duty of trick train dispatchers.
2. The assembly of tonnage data directly from the train sheet, as outlined in the instructions of the division superintendents, is related work within the meaning of Rule 1(c).

(Exhibits not reproduced.)

**OPINION OF BOARD:** On December 17, 1948, the Carrier issued instructions requiring Train Dispatchers at Elko, Nevada, to receive, compute and transcribe on certain forms information regarding gross ton miles of freight handled on all of its freight trains. Later, on March 8, 1949, it issued similar instructions to train dispatchers in its Sacramento, California, office. Prior to the dates mentioned the incumbents of such positions had only been required to secure and record on their train sheets the tonnage and consist of trains moving under their control. This the Organization concedes was incident to the work of train dispatchers and a proper requirement.

The instructions relating to gross ton mileage of freight was immediately protested by the Organization without effect. However, they were complied with by the train dispatchers until December 20, 1949, when the work was assigned to clerical employes. In the meantime claims for payment of an additional day's pay at a clerk's rate for the work performed while the instructions were in force and effect were presented to and denied by the Carrier. This proceeding followed.

The entire claim is predicated upon the premise the work performed under the instructions heretofore mentioned was statistical in nature, hence it was clerk's work and in violation of the Scope Rule of the current Agreement to assign it to train dispatchers. An examination of such Agreement reveals no

composite service or similar rule. Indeed the Employees make no such claim and base their right to a sustaining award solely upon Rule 1 (c) which reads:

“Rule 1. These rules shall govern the hours of service and working conditions of train dispatchers.

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“(c) ‘The above class includes positions in which the duties of incumbents are to be primarily responsible for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto, and to perform related work.’” (Emphasis supplied)

The gist of the Employees’ argument in support of their position is that the work performed was not “related work” within the meaning of that term as used in Rule 1 (c). Let us see.

This Division of the Board has long recognized that not all clerical work is performed by clerks. In fact, it has said on more than one occasion that there are few, if any, employees of a Carrier, from the President down to the laborer who do not perform some clerical work in connection with their regularly assigned duties. See Awards 806 and 1418.

The Employees admit that prior to issuance of the instructions giving rise to this controversy recording on the dispatcher’s record of movement of trains of tonnage hauled by trains from station to station was not only a regular act on the part of the train dispatcher but was a necessity because he must know the hauling capacity of the class of locomotive which is pulling the train. They further concede it has always been the practice for such employees to record that information on the train sheets and that it is necessary to meet the tonnage rating established by the Carrier for various types of locomotives operating over certain territory of Carrier’s railroad. In the face of those admitted facts we do not believe it can be said statistical information, such as is here involved, even though it smacks of clerk’s work and relates to post train movement data, is not work which is related to the type of work the train dispatchers were doing. In fact, it was directly connected with the very work they had been doing and therefore “related” under well defined definitions of such term. The mere fact it happened to be of a clerical nature did not destroy its identity as related work.

But even if we had failed to reach the conclusion just announced there is another sound reason why this claim would have to be denied. The decisive principle is so well stated in Award No. 4572 we need only to quote it.

In the Opinion of that case it is said:

“The violation charged against the Carrier is the assignment of work not covered by the scope rule of the agreement to an employee covered by the agreement. The scope rule simply specifies the employees covered by the agreement and establishes the various types of work to which the covered employees are entitled and which the Carrier is required to assign to them. It does not, nor does any other rule of the agreement, prohibit the Carrier from assigning other duties to such employees.

Generally it is the suspension from an employee’s regularly assigned duties, for the purpose of performing other duties, which gives rise to valid claims for compensation for the performance of other duties. See Awards Nos. 3417, 3418, 4352 and 4539. No such suspension is alleged or shown here.”

In support of the instant claim great weight is placed on Award No. 4703 where the Employees’ claim for work taken from their craft and given to the

clerks was denied. We are not disposed to labor the case except to say it is readily distinguishable. There a position had been abolished and no question of the Carrier's power to assign the work to dispatchers was in question. In addition that Agreement contained no rule pertaining to related work as is here involved. In passing we pause to note the emphasis given to a statement appearing in that Opinion to the effect the work there involved was at least one step removed from the record keeping required of a dispatcher in connection with his primary duties and suggest such statement is applicable here. The short answer to the suggestion is that case deals with the right to take work, not to give it. Another is that by express terms of the very rule here relied on one of their duties is to perform related work. Thus, in the vernacular of that Opinion, so far as its performance is concerned, the Employees here are one step closer to the work than their fellow craftsmen were under their Agreement.

Since the foregoing conclusions preclude a sustaining award there is no necessity for laboring other reasons assigned by the Carrier as grounds for denial of the claim.

**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 Carrier did not violate the Agreement.

#### AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 10th day of August, 1950.