

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Alex Elson, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

GULF COAST LINES

STATEMENT OF CLAIM: Claim of the American Train Dispatchers Association that:

(a) Action on part of the Gulf Coast Lines was improper and contrary to the intent of agreed upon rules when on September 29, 1949, the Carrier failed to call and use Extra Train Dispatcher John H. Green to perform work which falls within the scope of the train dispatcher craft or class, as that work is described and prescribed by Article I-(b-2) of the current agreement when the Carrier permitted the control operator at Angleton, Texas (an employe not subject to the Train Dispatchers' Agreement), to perform work which John H. Green was contractually entitled to perform, and

(b) The Gulf Coast Lines shall now compensate Extra Train Dispatcher John H. Green in the amount of \$19.30 representing a day's pay as train dispatcher which he would have earned had he been called and permitted to perform the train dispatcher work which on September 29, 1949, was performed by the control operator at Angleton, Texas.

EMPLOYEES' STATEMENT OF FACTS: An agreement on rules governing the hours of service and working conditions of train dispatchers, between the parties to this dispute, was in effect at the time this dispute arose. A copy thereof is on file with this Board and is, by this reference, made a part of this submission as though fully incorporated herein. The scope of said Agreement pertinent to the instant dispute reads as follows:

"ARTICLE I

(a) Scope:

This Agreement shall govern the hours of service and working conditions of train dispatchers. The term 'train dispatcher', as hereinafter used, shall include Night Chief, Assistant Chief, trick, relief and extra train dispatchers. It is agreed that one Chief Dispatcher (now titled Division Trainmaster on this property) in each dispatching office shall be excepted from the scope and provisions of this Agreement.

(b-1) Definition of Night Chief and Assistant Chief Dispatcher Positions:

When consideration is given to all the facts and circumstances here involved, together with the governing rules covering the movements of trains within the limits of C.T.C. territory, it is quite obvious that there was no violation of any agreement with the Train Dispatchers, or of any operating rules, in the movement of trains by the Control Operator at Angleton on the date in question. Therefore, the contention of the Employees is entirely without merit or basis and should be dismissed, and the accompanying claim for a day's pay in favor of Dispatcher Green accordingly denied.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a claim for a day's pay for Extra Train Dispatcher, John H. Green for failure to call him to perform services as Train Dispatcher for work claimed to be performed by a CTC operator outside the scope of the agreement between the parties. The facts are not in dispute.

On September 29, 1949, the Carrier's communication facilities north of Kingsville, both telephone and telegraph, used by the train dispatchers in the dispatching of trains failed and were out of service from about 8:30 A. M. to 10:30 A. M. During that period the CTC Operator at Angleton made the movement of four trains. As a result train dispatcher Green, who was not working on the day in question but was available for service at that time, submitted a claim for the day on the ground that he was not called to handle the movement of these four trains.

The incident in this case occurred on the Kingsville Division of the Carrier's railroad. Two sets of train dispatchers are employed at Kingsville working under the immediate supervision of a day Chief Dispatcher (Division Trainmaster) and night Chief Dispatcher. One set of train dispatchers handles the movement of trains north of Kingsville to Alcoa, a distance of approximately 225 miles. The part of the Kingsville division north of Kingsville extending from Alcoa on the north to Vanderbilt on the south, a distance of 103.1 miles, is equipped with Centralized Traffic Control installation, hereinafter referred to as CTC. This CTC installation is operated by employees included in and covered by agreement between the Carrier and the Order of Railroad Telegraphers, and such employees are known as CTC or Control Operators. These CTC Operators are located at Angleton, 23.2 miles south of Alcoa and 79.9 miles north of Vanderbilt. Continuous CTC Operator service is maintained at Angleton. This is approximately 202 miles north of Kingsville.

The movement of trains within the limits of this CTC installation is governed and controlled through the medium of a control machine located at Angleton. This control machine is equipped with an illuminated track diagram located on the control panel which indicates the location and movement of all trains at all times within the limits of the CTC. This control machine is also equipped with switch and signal levers which control the manipulation of controls and signals on and off main tracks and between sidings on main tracks. Under this operation train orders are not required or used in the movement of trains in the limits of the CTC (except Form X—restricted speed order). The movement of trains and engines in CTC territory is governed by block signals and whose indications supersede time-table superiority of trains for both opposing and following movements on the same track.

The relevant portion of the train dispatchers' agreement here involved is the scope rule, Article I (b-2) which reads as follows:

"This 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 the handling of train orders; to keep necessary records incident thereto; and perform related work. This definition does not change the work jurisdiction of train dispatchers."

The dispute in this case centers around the interpretation of this rule. The Employees contend that under the scope rule the movement of trains,

whether by issuance of train orders or by centralized traffic control equipment, must be under the jurisdiction of a train dispatcher who is made responsible for such movement by the scope rule. The Employees state that the scope rule "embraces all train dispatching work, including not only the primary responsibility for the movement of trains, but also keeping of the records incident thereto regardless of the method employed in the movement of trains."

The Carrier contends that the function of the train dispatcher is one of supervision and that the movement of trains and engines are under the supervision of the train dispatcher who will issue instructions to the control operator when required. In case of a break in communication of short duration, the Carrier claims that the control operator can continue to manipulate the levers to give the signals and change the signals throughout the CTC territory in his jurisdiction. In performing his regular duties during periods when there is no communication between the dispatcher and control operator, the Carrier states the control operator is not performing dispatching service because his duty is wholly unlike those of dispatcher, and further, his ability to control train movements is confined to those trains within the CTC territory. Once all trains within the CTC territory have been permitted to move within the limits of the CTC territory, the control operator cannot then issue any directions to such trains other than to give a clearance.

There can be no question under the agreement that the train dispatcher has primary responsibility for the movement of trains, and the control operator is secondarily responsible for such movements under the supervision of the train dispatcher. There was a failure in the communication in the dispute before us for a two-hour period. The control operator being without supervision during this time and being secondarily responsible for movements in the CTC territory, made four movements of trains during the two-hour period. No delay resulted and to have done otherwise would have stopped all movements and operations within the 103 mile CTC territory. The employees have not made any showing that during the two-hour period in question the train movements actually handled by the control operator were such as to require instructions from a train dispatcher. Aside from this circumstance, the wire trouble was some 116.7 miles north of Kingsville. By the time Dispatcher Green would have arrived at the point, had he been called, the trouble would have been cleared up. Moreover, having arrived he would have had no means of communicating with the dispatcher at Kingsville and would have been in no better position to give instructions to the CTC operator than the dispatcher at Kingsville.

We hold that under the particular circumstances of this case, there was no violation of the scope rule.

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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon,
Acting Secretary.

Dated at Chicago, Illinois, this 20th day of June, 1951.