

 Award No. 18593
Docket No. TD-18879

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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

(a) The St. Louis-San Francisco Railway Company (hereinafter "the Carrier") violated the effective Agreement between the parties, Article I thereof in particular, when on June 5, 1969 it required and/or permitted other than those covered thereby, to perform work covered by said Agreement.

(b) Carrier shall now compensate Train Dispatcher C. L. Everson one day's compensation at time and one-half the daily rate applicable to Assistant Chief Dispatcher for said violation on the rest day of Claimant.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, copy of which is on file with this Board, and the same is incorporated into this Ex Parte Submission as though fully set out herein.

Article I — Scope is identical in the Agreement effective September 1, 1949, revised as of January 1, 1953, and again revised effective October 1, 1965, insofar as the rules material to this dispute are concerned.

For the Board's ready reference, Article I, Scope, of the Agreement is here quoted in full text:

"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 in each dispatching office shall be excepted from the scope and provisions of this agreement.

OPINION OF BOARD: On June 5, 1969 the Trainmaster at Quanah, Texas issued the following message to a train crew at Oklahoma City, Oklahoma:

"C&E Extra 611 West — Oklahoma City Set out
15 mty box at Lawton balance empties to
Quanah.

CEH"

Although the Carrier alleges that it has no record that the instructions were issued, there is sufficient evidence in the record before this Board to affirm Employees' allegations.

This is not a message involving the movement of the train as it was in Award No. 18459, nor does it involve the "distribution of power and equipment" incidental to the supervision of the handling of that train as was the case in Award No. 18568. It is, rather, a message to set out cars already in the train.

In Award No. 4 of Public Law Board No. 588 on this property we said:

"A message instructing a train crew to pick up or set out cars is not work related to the duties of a Train Dispatcher nor is it incidental to the duties of a Chief Night Chief and Assistant Chief Dispatcher . . ."

Such a message may be incidental to the duties of Trainsmasters and Agents. Also see Award No. 5 of Public Law Board No. 588.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1971.

Keenan Printing Co., Chicago, Ill.

Printed in U. S. A.