



Award No. 18884
Docket No. TD-19136

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Clement P. Cull, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

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

(a) The Terminal Railroad Association of St. Louis (hereinafter referred to as "the Carrier") violated, and continues to violate, the existing agreement between the Carrier and the American Train Dispatchers Association (hereinafter referred to as "the Organization"), ARTICLE I (a) — SCOPE, and ARTICLE I (b) — DEFINITION — TRICK DISPATCHERS, RELIEF DISPATCHERS, EXTRA DISPATCHERS, thereof in particular, when, effective 11 P. M., November 11, 1969 and continuing since that date, the Carrier has required and/or permitted employees not subject to the terms of said Agreement to perform work within the Scope thereof.

(b) The Carrier shall now be required, because of said violations, to compensate the senior available extra train dispatcher for each day, and each trick, effective 11 P. M., November 11, 1969, one (1) day's compensation at pro rata rate applicable to train dispatcher for each of the above mentioned violations in the Carrier's Merchant's Division Train Dispatcher's Office located at "SH" Tower, Madison, Illinois and to continue until the violations referred to have terminated.

(c) In the event no extra train dispatchers were available for service for any of said assignments on any of the said dates, then the Carrier shall be required to compensate the senior regularly assigned train dispatcher available account observing assigned weekly rest day or days for each such day or days at the time and one-half rate applicable to service performed by train dispatchers on their assigned weekly rest days.

(d) The identity of the respective individual Claimants shall be determined by a joint check of the Carrier's records.

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 Submission as a part thereof as though fully set out.

- O Letter dated February 18, 1970 from the Manager Labor Relations to the General Chairman setting another date for conference to discuss the claim.
- P Letter dated March 11, 1970 from the General Chairman to the Manager Labor Relations furnishing certain information referred to during the conference.
- Q Letter dated April 20, 1970 from the Manager Labor Relations to the General Chairman confirming the conference and denying the appeal. (The attachments to the letter are reproduced as Carrier's Exhibits A & B and are not reproduced for attaching to this exhibit.)
- R Letter dated April 23, 1970 from the General Chairman to the Manager Labor Relations requesting an extension of time for further handling of the claim.
- S Letter dated April 28, 1970 from the Manager Labor Relations to the General Chairman granting the extension of time requested.
- T Letter dated July 15, 1970 from the General Chairman to the Manager Labor Relations advising that the Carrier's decision denying the claim was not acceptable to the ATDA.

The wages and working conditions of Dispatchers are covered by Schedule Agreement between the parties effective January 1, 1965, copy of which is on file with this Division of the National Railroad Adjustment Board.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue in this case is a narrow one. It does not involve the jurisdiction of the Dispatcher at SH Tower over the movement of trains. Carrier concedes as follows: "* * * when the control of the North Market Street Interlocking Plant was transferred from North Market Street Tower to SH Tower, there was no change in the jurisdiction of the Dispatcher in SH Tower. The Dispatcher in SH Tower continued to be "primarily responsible" for the movement of trains through the North Market Street Interlocking Plant in the same manner that he was primarily responsible for the movement of said trains when the North Market Street Interlocking Plant was controlled from North Market Street Tower." Thus this Board finds that Dispatcher at SH Tower continues to be "primarily responsible for the movement of trains" in accordance with Article 1(b).

The dispute here does involve the assignment of the Leverman Operator employed at SH Tower to the operation of a remote control machine placed on his desk rather than to the Dispatcher also employed there. Such assignment took place in November 1969 at which time Carrier discontinued the operation of the North Market Street Tower from which a remote control interlocking machine controlling the North Market Street Tower Interlocking Plant was operated by three (3) Leverman Operators on a seven (7) day basis. Carrier bought a new machine and placed it in the SH Tower and assigned it to the Leverman Operator employed there.

There is a dispute as to how the machine should be described. Carrier calls it a remote control interlocking machine. Organization calls it a C.T.C. installation. F.R.A. approved the machine as a remote control interlocking.

Therefore it is unnecessary to resolve the dispute as to how the machine should be described; furthermore there is no proof submitted by Organization to show that the new machine in SH Tower does not do essentially the same work as was performed by the machine operated by Leverman Operator at the West Market Street Tower before it was retired. The contrary is true. Nor is there any proof by Organization that retaining the operation of the new machine for Leverman Operator was in violation of Article 1(b) of the agreement. The record reveals that the Leverman Operator was operating a machine at West Market Street Tower when the herein agreement was signed in 1964 and continued so to do until the change described above resulted in the transfer of the work to SH Tower.

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1971.