

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19242  
Docket Number TD-18903

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 1 thereof in particular, when on June 28, 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 H. C. Terhune 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.

OPINION OF BOARD: On June 28, 1969 the Trainmaster at Enid, Oklahoma issued the following message to the employe involved, the Wire Chief and the Chief Dispatcher:

"EN Enid June 28-69 845 PM  
HOB SO  
VRA CY  
(HED PLD EN)  
"Effective at close of shift 10 PM date 2 PM to 10 PM  
Opr job at Enid abolished. H. E. Dykes hours changed back  
to 9 PM to 5 AM effective June 29, 1969. JT PLD HOB HED VRA

WHH"

This is not a train order or is it tantamount to a train order. Neither is it a distribution of power and equipment. In Award No. 18940 we said, "Abolishing positions is an integral part of a Trainmaster's duties and responsibilities." While a Chief Dispatcher may have an interest in the number of operators available and the scheduled hours of each position, he alone does not make final determination. There is nothing in the Scope Rule that gives him that exclusive right. And, in any event, it has not been shown that this work belongs exclusively to Chief Dispatchers by tradition, custom and practice on this property.

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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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1972.