

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **24482**  
Docket Number **TD-24421**

Robert Silagi, Referee

(American Train Dispatchers Association  
PARTIES TO DISPUTE: (  
(Chicago and North Western Transportation Company

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

(a) The Chicago and North Western **Transportation** Company (hereinafter referred to as "the Carrier") violated the currently effective Agreement between the parties, Rule **2(a)** and Rule 2(f) thereof in particular, when it **permitted** and/or required Division Administrative **Trainmaster** J. W. **Weedman** to perform duties defined in the Agreement as train dispatcher duties on May 17, **1980**.

(b) Because of said violation the Carrier shall **now** compensate Claimant M. L. Jones, who was the senior available extra train dispatcher on May 17, **1980**, eight (8) hours at the straight **time** rate of Assistant Chief **Train** Dispatcher for May 17, **1980**.

OPINION OF BOARD: On May 17, **1980** the Division Administrative Trainmaster issued the following message:

\* "East and West Dispatchers Boone  
Assistant Chiefs Boone  
A. L. **Amundson** CTD Boone'

Subject; Crews Eating **enroute**:

Every crew that requests to eat, either by signing the request sheet at the initial terminal or by notifying the dispatcher at the initial terminal, must be allowed to eat **enroute** if on duty **in** excess of 7 hours. If it looks it's going to be close to getting them in within **7** hours, make arrangements to eat.

If you are unsure what to do, contact a Division Officer.  
There must be no failure to comply with these instructions.

CC **GF Maybee**

J. R. Panning  
**ADM jw"**

**Employees** allege a violation of Rules 2(a) and (f) which are quoted below:

"(a) Definition of Chief, Night Chief and Assistant Chief Dispatchers' Positions.

These classes shall include positions in which the duties of

incumbents are to be responsible for the movement of trains on a division or other assigned territory, involving the supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work."

**"(f) Work Preservation.**

The duties of the classes defined in Section (a) and (b) of this Rule 2 may not be performed by persons who are not subject to the rules of this agreement."

The first question to be answered **is** whether the message issued by the **trainmaster** involves the "handling of trains and the distribution of power and equipment." Numerous awards of the Third Division hold that a trainmaster may issue instructional and informational messages provided that they are not train orders and do not authorize a train crew to make precise **moves**. See Awards of Referee Dolnick, **18457, 18458, 18690** and others all involving American Train Dispatchers Association and St. **Louis-San** Francisco Railway Company. The **background** of this case indicates that the message sent was intended to be and has all the characteristics of a reminder rather than a train order.

The awards cited by Employees in support of their position, are inapposite. For example, Award 18438 - Rosenbloom, dealt with a Transportation Inspector who "went far beyond managerial prerogative when he spent full days performing routine work assigned . . . to a clerical **employee**". Award **21988** - Mead, "**The** work performed by Carrier's Supervisors was more than just assistance and guidance; they clearly and unmistakably performed clerical work which would have otherwise been performed by Claimants". Award **23479 - LaRocco**, "... the supervisor took the transmission level readings, he performed work which constituted equipment inspecting and testing within the meaning of the Scope Clause".

The second question raises the claim of exclusivity. In order to prevail the Employees must show that the issuance of instructions is exclusively the province of Chief Train Dispatchers. Since the Employees failed to **meet** their burden of proof in this case the claim must be denied. See Award **19093 - Dolnick** and others.

**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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Acting ~~Executive Secretary~~  
National Railroad ~~Adjustment~~ Board

By *Rosemarie Brasch*  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this ~~14th~~ day of July 1983.