

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 27831
Docket No. TD-27729
89-3-87-3-512

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association
(Southern Pacific Transportation Company
(Eastern Lines)

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

(a) The Southern Pacific Transportation Company (hereinafter referred to as 'The Carrier'), violated its Train Dispatchers' schedule agreement including Rule 2, (a) and (b), when it required Trick Train Dispatchers and Chief Train Dispatchers in the Lafayette, LA. office to perform duties other than those specified in said Rule 2, (a) and (b), i.e., issuing instructions concerning the yarding of trains at Lafayette Yard on and after 11 P.M., Monday, August 25, 1986.

(b) Because of said violation, the Carrier shall now compensate each Trick Train Dispatcher and/or Chief Train Dispatcher who is required to issue the yarding instructions referred to in paragraph (a) above, one (1) day's pay at the rate applicable to Yardmaster's at Lafayette Yard (prior to the abolishment of such positions) for each date so required, beginning 11 P.M., Monday, August 25, 1986.

(c) The identities of individual Trick Train Dispatchers and/or Chief Train Dispatchers eligible for the compensation requested in paragraph (b) above by reason of being required to issue the yarding instructions, are readily ascertainable on a continuing basis from Carrier's records, and shall be determined by a joint check thereof in order to avoid the necessity of presenting a multiplicity of daily claims."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

As Third Party in Interest, the Western Railway Supervisors Association, representing Yardmasters, was advised of the pendency of this dispute, and filed a Submission with the Division.

On August 25, 1986, the Yard Engine and the position of Yardmaster on the third shift at Lafayette Yard were eliminated. A memorandum was issued instructing Dispatchers that the second-trick and third-trick Dispatchers would assume some responsibility for acquiring information about the yard from the second-shift Yardmaster and controlling the yard on the third shift.

The Organization took exception to the change at Lafayette and filed a Claim contending that the work being assigned to the Train Dispatchers was work belonging to the Yardmasters and that, as such, the assignment of the work to the Dispatchers violated the Scope Rule of the Dispatchers' Agreement. Rule 2 (a) and (b) reads as follows:

"RULE 2. DEFINITIONS

- (a) Chief Dispatcher (wholly excepted, Rule 1, Item 1)
Chief Dispatcher (Rule 1, Items 2 and 3)
Chief Train Dispatcher
Assistant Chief Train Dispatcher

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.

- (b) Trick Train Dispatcher
Relief Train Dispatcher
Extra Train Dispatcher

These classes shall include 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 handling train orders; to keep necessary records incident thereto; and to perform related work."

The Carrier contends that the tasks now being performed by Train Dispatchers (that of passing on information from the second-shift Yardmaster to train crews on the third shift at the Lafayette Yard) is work of the type that has always been performed by Dispatchers. In fact, Carrier makes the following statement in the record which went unrefuted:

"The 'issuing (of) instructions concerning the yarding of trains at Lafayette' and at other locations on the Lafayette Division has been performed by Agents, Clerks, Carrier Officers and Train Dispatchers for more than twenty (20) years."

The Western Railway Supervisors Association has apparently filed a Claim alleging that the work in dispute belongs to it. This Division, however, is only charged with resolving the case before it presented by the Train Dispatchers.


After a review of the material presented and the Awards offered by each side, this Board has concluded that the work now required to be performed by Train Dispatchers is work that is not outside the scope of Dispatcher duties and that Carrier did not violate the Agreement by requiring it.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of April 1989.