

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30590
Docket No. TD-30782
94-3-92-3-608

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association
(Burlington Northern Railroad

STATEMENT OF CLAIM:

"The recent transfer of work from the West Assistant Chief Dispatcher at Alliance, NE to the Coal Department in Denver, CO is in violation of the American Train Dispatchers Association Agreement with the Burlington Northern. The task of giving lineups of expected train movements to the mines in the Powder River Basin has always been the work of the West Assistant Chief Dispatcher at Alliance.

Article 1(b) of the ATDA Agreement reads as follows:

'Positions of chief and assistant chief train dispatchers shall include positions in which the incumbents are to be responsible for the movement of trains on a Division or other assigned territory, involving supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment thereto; and to perform related work.'

The task of compiling lineups and transmitting the information to connecting terminals, railroads and industries is very closely related to the supervision of train movements. No craft or supervisor other than dispatchers have ever performed this work.

Please allow for payment at the rate of assistant chief dispatcher for three (3) eight (8) hour shifts per day beginning February 1, 1991 until such time that this violation is stopped.

Payment to be made in the following order:

1. Oldest rested extra person available not subject to overtime.
2. Oldest rested assigned dispatcher on rest day at the overtime rate
3. Oldest rested extra dispatcher on rest day at the overtime rate."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 waived right of appearance at hearing thereon.

This claim involves a change in procedure for notifying mining companies in the Powder River Basin, in Eastern Wyoming, of the arrival of empty unit coal trains. The Powder River Basin ships approximately 175 million tons of low-sulfur coal annually. The mines typically load 43 trains each day. The mines are serviced by two carriers, BN and C&NW. C&NW operates over BN trackage in the mine areas west of Shawnee Junction.

Since the mines opened in the 1970's the Assistant Chief Dispatcher at Alliance, Nebraska, provided train line-up information directly to the shippers. This information was used by the mines to develop a proper coal mix for outbound loading to the power company users. In an effort to eliminate a number of problems in connection with providing arriving train line-ups and other information to the shippers, Carrier, in conjunction with C&NW, opened a "one-stop" communication facility in Denver. The "Coal Desk" at this "one-stop" facility now received train arrival line-up information from Dispatchers and passed it on to the shippers.

The Organization likens this change as the Coal Desk compiling and transmitting information directly to the shippers, which it argues is a violation of its Agreement. The Carrier argues that the work of advising shippers on inbound trains is not work reserved exclusively to employees working under the Dispatcher's Agreement.

Notwithstanding the extensive arguments made by the Organization, the record seems conclusive that the only element that seems to have been changed is the function of actual notification to the shipper of the inbound trains to be expected at the mines, and their arrival times. This notification was previously accomplished by having the Assistant Chief on duty call the shippers. Now it is done by the Coal Desk. From review of this record it appears that compiling of the information is still initially performed by the Assistant Chiefs. This conclusion was stated in the Chief Train Dispatcher's February 20, 1991 denial letter, and has not been refuted at any time. Now though, instead of calling the shippers after the train information is compiled, the Assistant Chief passes it on to the Coal Desk in Denver, and that desk communicates with the shippers.

The task of notifying shippers of inbound traffic is not mentioned in the Dispatchers Scope Rule. This task is not a "responsibility for the movement of trains on a Division or other assigned territory." It does not involve "the supervision of train dispatchers and other similar employees." It does not involve "the supervision of the handling of trains and the distribution of power and equipment, and related work." In fact, the Organization, at the time the claim was filed seemed to acknowledge that the task was not a function explicitly covered by its Scope Rule, only that the Organization considered it "closely related to the supervision of train movements."

The Board does not agree. The task of communications with shippers is not the same as "supervision of train movements." Nor can it be considered the same as communication with other Carrier employees. It is simply making available information to the shipper that the shipper needs to better operate its business. It does not impeach upon the duties reserved to Assistant Chief Dispatchers by the Agreement in any foreseeable manner. Carrier is privileged to have the task of notifying customers of the arrival times of trains and equipment performed by others until such time as it specifically bargains exclusive assignment of the task to a particular Craft. ATDA has not demonstrated that such an exclusive entitlement exists under its Agreement.

The claim is without merit. It will be denied.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 2nd day of December 1994.