

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19246
Docket Number TD-18909

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 August 7, 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 P. J. Nerren 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: The facts presented by Employees reads:

"At 7:40 P.M., August 7, 1969, operator Enid, Oklahoma came on duty to have Dispatcher fix up a Southard, Oklahoma train. It was learned that Trainmaster W. H. Hulsey and a clerk at Enid, Oklahoma had called this train and had lined him up as to what he was to do. This was not known by the Dispatchers office at Springfield, Mo., until 7:40 PM. This train was called for 7:50 P.M. August 7, 1969."

In Award No. 3 of Public Law Board No. 588, on this property we said:

"...A Trainmaster or a clerk under his direction may call a crew for work assignment....This work is not covered in the Train Dispatchers' Scope Rule. And the right to issue an order to make up a train to leave at 5:30 A.M., is certainly within the scope of a Trainmaster's duty and not that of a Dispatcher. It is not an order for the movement of the train, nor does it involve the 'handling of trains and distribution of power and equipment incident thereto' as contemplated in Article I, (b), 1."

For the above reasons, this claim has no merit.

Award Number 19246
Docket Number TD-18909

Page 2

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.