

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23391
Docket Number TD-22775

Robert A. Franden, Referee

PARTIES TO DISPUTE: { American Train Dispatchers Association
{ St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM:

(a) The St. Louis-San Francisco Railway Company (hereinafter referred to as "the Carrier"), violated Article I of the Schedule Agreement, in particular, when it required and/or permitted Assistant Superintendent of Transportation E. C. Reeves to handle crews and other related work between 3:30 p.m. and 11:30 p.m., January 18, 1978.

(b) Because of said violation, the Carrier shall now compensate the senior qualified extra train dispatcher available, eight (8) hours at Assistant Chief Dispatcher rate.

(c) In the event no qualified extra train dispatcher is available the claim is made on behalf of the senior qualified regularly assigned train dispatcher at the appropriate rate.

(d) Eligible individual claimant entitled to the compensation claimed herein is readily identifiable and shall be determined by a joint check of the Carrier's records.

OPINION OF BOARD: On January 18, 1978, a derailment occurred. The Organization alleges that instead of calling an extra train dispatcher to perform the additional dispatcher work occasioned by the emergency, the Carrier used the Assistant General Superintendent of Transportation, Mr. E. C. Reeves, to perform work reserved to the dispatchers.

In support of its position, the Organization has submitted three turnover reports prepared by Mr. E. C. Reeves, Assistant General Superintendent of Transportation on the day in question. The Scope Rule upon which this claim is based is found in Article I of the agreement between the parties.

The Carrier has cited inter alia Award No. 1 of Public Law Board 588 and the Organization inter alia Award Nos. 19 and 20 of Public Law Board 588 as being in support of their respective positions. A reading of those Awards makes clear the distinction between what is properly dispatcher's work and work that can be performed by other supervisory personnel.

In the instant case a reading of the turnover reports in light of the precedent submitted to this Board for review does reflect that Mr. Reeves performed dispatcher's work in the instant matter. We find, based upon the evidence submitted, that Mr. Reeves was handling crews and performing other train dispatcher work as alleged. Said work is reserved by Article I b 1. of the Agreement. Accordingly, we will sustain the claim.

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 Employee involved in this dispute are respectively Carrier and Employee 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 has been violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson

Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1981.

