

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

PARTIES TO DISPUTE: (American Train Dispatchers Association
(
(CSX Transportation, Inc.
((former C&O)

STATEMENT OF CLAIM:

"#1 - 4/10/87 Claim - Deshler, OH office
Carrier file 10(87-29)

Carrier violated, and continues to violate, the American Train Dispatchers Association's Agreement when, on April 3, 1987 and continuing, it requires Train Dispatchers at Deshler, Ohio to perform Asst. Chief Train Dispatcher's work. This work consisting of the filling out of the performance sheets and entering same into computer. This work was formerly performed by the Asst. Chief Train Dispatchers at Dayton, Ohio.

The performance of Asst. Chief Train Dispatcher's work by a Train Dispatcher is a direct violation of A.T.D.A.'s scope rule, Article 1, paragraph b, and also note to paragraph 2.

Carrier shall, as a result, compensate the listed Train Dispatchers at Deshler, Ohio the difference in pay of Asst. Chief Train Dispatcher's rate which is \$140.25 and the Train Dispatcher's rate which is \$134.48 this being \$5.77 each, 8 hour shift for the shifts shown, 7 days per week, commencing, April 3, 1987 and continuing for so long as the violation exists:

Mon.-Fri.	7:00 A.M. to 3:00 P.M.	G. H. Thompson	ID 610306
Wed.-Sun.	3:00 P.M. to 11:00 P.M.	J. H. Richter	ID 508949
Fri.-Tue.	11:00 P.M. to 7:00 A.M.	T. L. Starr	ID 508404
Sat.-Sun.	7:00 A.M. to 3:00 P.M.	D. A. Volk	ID 610784
Mon.-Tue.	3:00 P.M. to 11:00 P.M.	D. A. Volk	ID 610784
Wed.	11:00 P.M. to 7:00 A.M.	D. A. Volk	ID 610784
Thurs.	11:00 P.M. to 7:00 A.M.	S. M. Hanley	ID 200730

#2 - 4/10/87 claim - Dayton, OH office
Carrier file 10(87-29)

Carrier violated, and continues to violate, the American Train Dispatchers Association's Agreement when, on April 3, 1987 and continuing, it requires Train Dispatcher's at Dayton, Ohio to perform Asst. Chief Train Dispatcher's work. This work consisting of the filling out of the performance sheets and entering same into computer. This work was formerly performed by the Asst. Chief Train Dispatcher's at Dayton, Ohio. This work is not required in the performance of the Train Dispatcher's duties.

The performance of Asst. Chief Train Dispatcher's work by a Train Dispatcher is a direct violation of A.T.D.A.'s scope rule, Article 1, paragraph b, also note to paragraph 2.

Carrier shall, as a result, compensate the listed Train Dispatchers at Dayton, Ohio (as well as any others that work these positions not listed) the difference at pay of Asst. Chief Train Dispatcher's rate which is \$146.23 and the Train Dispatcher's rate which is \$140.21 this being \$6.02 each 8 hours shift for the shifts shown, 7 days per week, commencing, April 3, 1987, and continuing for so long as the violation exists:

R. M. Miller	0700 to 1500 Tuesday thru Saturday	ID #610991
R. R. Mundy	1500 to 2300 Thursday thru Monday	ID #610333
S. R. McElfresh	2300 to 0700 Sunday thru Thursday	ID #198064
S. M. Hanley	0700 to 1500 Sunday and Monday	ID #200730
S. M. Hanley	1500 to 2300 Tuesday and Wednesday	ID #200730
D. E. Knipp	Various Various	ID #522241

(Guaranteed assigned Train Dispatcher)

#3 - 5/5/87 claim - Washington, IN
Carrier file 10(87-36)

(a) The Baltimore & Ohio Railroad Company ('Carrier') effective March 30, 1987 moved the Chief Dispatcher's office from Washington, Ind. to Cincinnati, Ohio. On April 3, 1987, this office was notified that it would be necessary for the West Train Dispatcher at Washington to put Train Performance in the Computer each day. Keeping Train Performance sheets has always been Chief Train Dispatchers work in this office. Also, effective March 30, 1987 the West Train Dispatcher has been required to make copies of the 380 report on train sheet and mail it. This is work which the Chief Train Dispatcher had been doing since the clerk was cut off in this office.

(b) Because the West Train Dispatcher at Washington is now doing the Chief Train Dispatcher's work, they are entitled to the Chief Train Dispatcher's rate of pay."

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 employees 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.

Pursuant to notice, the parties entered into a Memorandum Agreement to govern the reorganization of supervisory train dispatcher work and positions on the Carrier's Western Division on March 6, 1987. Shortly thereafter, the Carrier abolished the Chief Dispatcher and Assistant Chief Dispatcher positions at Dayton, Ohio and Washington, Indiana and simultaneously established Assistant Chief Train Dispatcher positions at Cincinnati. Previously,

the Trick Train Dispatchers at Deshler, Ohio reported to the Dayton Assistant Chief Train Dispatcher. Subsequent to the reorganization, Trick Train Dispatchers in all three offices, Dayton, Deshler and Washington, reported to Chief Train Dispatchers and Assistant Chief Train Dispatchers at Cincinnati, Ohio.

After the abolition of the supervisory train dispatching positions at Dayton and Washington, the Organization alleged that the Carrier assigned Assistant Chief Train Dispatcher work to Trick Train Dispatchers at the three locations. The disputed work consists of recording train performance information and entering the data, via CRT, into the Carrier's computer system for transmission to the Assistant Chief Train Dispatchers stationed in Cincinnati. As a consequence of performing what is allegedly Assistant Chief Train Dispatcher work, the Organization seeks the Assistant Chief Dispatcher pay rate for all Trick Train Dispatchers at the three locations beginning on April 3, 1987.


A review of the record discloses that the disputed work is most appropriately categorized as Trick Train Dispatcher's work within the provision, "... the maintenance of necessary records ..." set forth in Article 1(b)(2) of the applicable Agreement. Moreover, the Carrier brought forward evidence that Trick Train Dispatchers at Deshler had performed the disputed work long before April 3, 1987 and the Organization never claimed that these Trick Train Dispatchers were entitled to a higher pay rate. Rather, the Assistant Chief Dispatchers formerly stationed at Dayton and Washington had been performing duties which could also be performed by Trick Train Dispatchers.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1990.