

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32780
Docket No. TD-33171
98-3-96-3-606**

The Third Division consisted of the regular members and in addition Referee Martin H. Malin when award was rendered.

**(American Train Dispatchers Department/International
(Brotherhood of Locomotive Engineers
PARTIES TO DISPUTE: (
(Terminal Railroad Association of St. Louis**

STATEMENT OF CLAIM:

“(a) Carrier violated the effective Schedule Agreement, Article 4 (f), thereof in particular when it failed to place the senior available extra dispatcher C. I. Volner on the West Belt position 2nd for the days Oct 11-13, 1995.

(b) Because of said violation, Carrier now be required to compensate Claimant C. I. Volner three (3) days pay at the pro-rata rate applicable to the West Belt position for Oct 11-13. This claim is separate and apart from any compensation the Claimant may have received.”

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 were given due notice of hearing thereon.

On weekdays, Carrier normally has two Dispatcher positions, West Belt and Merchants, on each shift. On October 11, 1995, Carrier assigned Claimant, an extra Dispatcher, to the third shift Merchants position. Another employee, J. P. Hanna, also works as an extra Dispatcher, but works as a Clerk when not working as a Dispatcher. On October 11, 1995, Carrier assigned Mr. Hanna to a second shift clerical position in the Gratiot Tower. Carrier blanked the second shift West Belt Dispatcher position for October 11, 1995.

On October 12 and 13, Carrier assigned Mr. Hanna to the second shift, West Belt Dispatcher position. Carrier assigned Claimant to the third shift Merchants position.

The Organization contends that Carrier was required to assign Claimant to the second shift West Belt position on all three days, as he was the senior Dispatcher. The resolution of this claim turns on the validity of Carrier's actions in blanking the second shift West Belt position on October 11, 1995. (See Third Division Award 32779.)

During handling on the property, the Organization did not cite any Rule specifically prohibiting Carrier from blanking a position, such as the second shift West Belt. Furthermore, the Organization provided no proof that any West Belt dispatching work was performed on the second shift on October 11, 1995. See Third Division Award 30454. Accordingly, we are unable to find that Carrier violated the Agreement when it assigned Claimant to the third shift Merchants position instead of the second shift West Belt. Moreover, although Claimant had more seniority than Mr. Hanna, we are unable to find a violation by the assignment of Mr. Hanna to the second shift West Belt position on October 12 and 13, because Claimant was unavailable to work the second shift due to the Hours of Service Act.

AWARD

Claim denied.

ORDER

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

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 23rd day of September 1998.