

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

ERIE RAILROAD COMPANY

DISPUTE.—"Claim by the train dispatchers that the seniority roster for the Salamanca, N. Y., Dispatching office show the names of all those who, under the rules of the current Train Dispatchers' Agreement, hold seniority rights as train dispatcher to positions in that dispatching office; that such names be dovetailed according to the seniority standing of each, and that the train dispatchers be permitted to place themselves on dispatcher positions in the Salamanca Dispatching office in accordance therewith."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

As result of a deadlock, Paul Samuell was called in as Referee to sit with this Division.

The Joint Statement of Facts in this case reads:

"The dispatching of trains operated over the Allegany Division and over the Meadville Division is performed by train dispatchers located in the Dispatching office at Salamanca, N. Y. Both divisions as well as all train dispatchers in that office are under the jurisdiction of one superintendent and under the supervision of the same chief and night chief train dispatcher."

"Rule 6, (a) current Train Dispatchers' Agreement effective as of May 16, 1929, reads as follows:

"'Seniority rights will be limited to each dispatching office. Where consolidations have been made, no change in positions will be made until vacancies occur.'

"Rule 9 of the same Agreement reads:

"'A roster showing the seniority standing of train dispatchers will be prepared for each dispatching office and will be corrected and posted May 1st of each year.'

"Prior to March 15, 1932, the train dispatching office for the Meadville Division was located at Meadville, Pa., under the jurisdiction of one superintendent, and the dispatching office for the Allegany Division was located at Salamanca, N. Y., under the jurisdiction of another superintendent.

"On or about March 15, 1932, the Meadville Division was added to the jurisdiction of the superintendent of the Allegany Division, whereupon the dispatching of trains operated over the Meadville Division, theretofore performed at Meadville, Pa., was transferred to the Salamanca, N. Y., dispatching office. Three regularly assigned dispatchers were transferred with their positions to the Salamanca, N. Y., dispatching office, and the others, being extra dispatchers, were so carried on the seniority roster.

"Meadville Division dispatchers were shown on the roster as having established rights to positions on the Allegany Division as of the date the dispatching of trains was transferred from Meadville to Salamanca, and the Allegany Division dispatchers were shown on the roster as having rights to Meadville Division positions as of that same date."

Rule 8 of the Agreement reads as follows:

"CONSOLIDATION—RULE 8. In the event that two (2) or more dispatching offices are combined, divided, or new offices created involving two (2) or

more seniority districts, the rearranged positions will be filled in accordance with ability and seniority and by means of a joint conference between Superintendents and Committees representing the train dispatchers affected."

The employees' representatives urge that Rules 6 (a) and 9 are the controlling elements to support their contention and to the effect that the word "limited" as used in Rule 6 (a) is synonymous with the word "coextensive", and that the words "where consolidations have been made no change in positions will be made until vacancies occur" were inserted in the Agreement to protect the "status quo" and to protect arrangements contrary to the Rule in cases of consolidations made prior to the date of the Agreement; that inasmuch as the roster is to cover the "office", that the seniority of each man represented on such roster extends to every position covered by the Agreement "in such office", and that there is nothing in the Agreement permitting the subdivision of the positions in an office so as to limit the extent of any employee's seniority to a dispatching district as has been done by the carrier in this dispute.

The carrier contends that it has followed a set formula in following seniority rights in consolidated offices, all of which has met with the approval of a majority of the dispatchers affected, and that the positions were rearranged on its roster in accordance with the rules and in an equitable manner.

Employees' representatives cannot rely solely upon Rules 6 (a) and 9 to support their contention. Rule 8 is equally important in giving consideration to all the facts and circumstances in this case.

This Division finds:

AWARD

That the Carrier has not complied with Rule 8, and that it has failed to call a "Joint Conference between Superintendents and Committees representing the train dispatchers affected"; that before rearranging the positions according to the roster prepared by the carrier it was then and is now the duty of the carrier to call a joint conference between the Superintendent of the carrier and the General Chairman of the American Train Dispatchers Association, or any other Committee appointed by him, to the end that said positions will be rearranged in conformity with such joint conference.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 3rd day of September 1935.