

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jay S. Parker, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: (Claim "D") (Amended 8-7-50)
Claim of the American Train Dispatchers Association that:

1. The Missouri Pacific Railroad Company violated the intent of Article 1 of the Agreement with the American Train Dispatchers Association when this Carrier temporarily transferred to employes not subject to the Train Dispatchers' Agreement, certain work, i.e., the direction and supervision of the movement of train—Work Extra Motor Car WUT 30—which had prior to and during the period involved been operated on the White River Division of this Carrier, and which work had prior thereto and has since been performed by the Claimants listed in paragraph 2 hereof, and

2. The Missouri Pacific Railroad Company shall now compensate the below listed Claimants for all time lost by them due to this carrier's failure to permit them to perform such work during the period involved, viz:

Claimant	Location	No. of Days	Daily Rate	Total Amount
R. L. Clay	Nevada, Mo.	18	\$19.31	\$347.58 ¹
B. M. Ritchey	" "	20	19.31	386.20 ¹
T. E. Bolson	" "	24	19.31	463.44 ¹
J. C. McVey	" "	20	19.31	386.20 ¹
A. B. Caldwell	" "	14	19.31	270.34 ¹

¹ Denotes that this does not include amount due under Claim "A".

EMPLOYES' STATEMENT OF FACTS: An agreement on rules governing rates of pay, hours of service and working conditions of train dispatchers, between the parties to this dispute, was in effect at the time this dispute arose. A copy thereof is on file with this Board and is, by this reference made a part of this submission as though fully incorporated herein. The Scope of said Agreement pertinent to the instant dispute reads as follows:

"Article 1 (a) Scope (Effective January 1, 1948)

This agreement shall govern the hours of service and working conditions of train dispatchers. The term 'train dispatcher', as hereinafter used, shall include Assistant Chief, trick, relief and extra train dispatchers. It is agreed that one chief dispatcher (now titled Division Trainmaster on this property) in each dispatching office shall be excepted from the scope and provisions of this agreement.

OPINION OF BOARD: The facts, the issues and the principles decisive of this case are substantially the same as those involved in Awards Nos. 5446 and 5447, this day adopted. In fact there are no material distinguishable features. For that reason based on such Awards and what is said and held in Award No. 5445 we hold the instant claim was not presented to the Board in conformity with existing requirements of the Railway Labor Act and must be dismissed without prejudice. It is so ordered.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim should be dismissed for the reasons and upon the same grounds as those indicated in Awards Nos. 5445, 5446, and 5447.

AWARD

Claim dismissed without prejudice in accord with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 7th day of September, 1951.