

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Peter M. Kelliher, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION
CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the American Train Dispatchers Association that:

(1) The Central of Georgia Railway Company, hereinafter referred to as "the Carrier" has failed and refused and continues to refuse to comply with the intent of the provisions of the current Schedule Agreement, effective April 1, 1938, and particularly Article 1 of said Agreement, when on December 20, 1951, and continuously thereafter required and continues to require trick train dispatchers employed in its Cedartown, Columbus, Macon and Savannah, Georgia offices, in addition to the performance of trick train dispatcher duties, to also perform duties of Assistant and/or Night Chief Train Dispatchers, and

(2) Because of the Carrier's improper action, as set forth in above paragraph (1) of this claim, the Carrier shall now compensate all trick train dispatchers employed in the offices specified in above paragraph (1) who have been required or who may hereafter be required to perform duties of Assistant or Night Chief Train Dispatcher in addition to their trick train dispatcher duties, for a minimum day's pay at the straight time daily rate of Assistant Chief or Night Chief Dispatcher in addition to their compensation as trick train dispatcher which they have received or may receive, for each day on which they have been or may be required to also perform duties of Assistant and/or Night Chief Dispatcher, from December 20, 1951, until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the Central of Georgia Railway Company and its train dispatchers represented by the American Train Dispatchers Association, effective April 1, 1938. Said agreement and subsequent amendments thereto are on file with your Honorable Board and are by this reference made a part of this submission as though fully incorporated herein. The rules of said agreement pertinent to the instant claim read as follows:

"ARTICLE 1 (a) Scope:

"The provisions of this Agreement shall apply to all positions of Train Dispatcher as the term 'train dispatcher' is defined, and the

OPINION OF BOARD: The claim is that the employees were required to perform duties of an Assistant Chief or Night Chief Train Dispatcher during hours when employees in such classifications were not on duty and, therefore, the Claimants are entitled to a separate day's pay at the applicable rate on each day that they were required to undertake such duties.

The issue is whether the Claimants were performing the duties defined in the scope rule of the Agreement as that of Assistant Chief or Night Chief Train Dispatcher. The evidence is that there has been no change in duties in any of the classifications here involved for at least the last fourteen (14) years. The Claimants do not perform the type of supervisory duties belonging to the higher classifications. The actual duties set forth simply involve "related work".

The Board in Award 6138 stated:

"The outstanding distinction between the positions of Trick Train Dispatchers and Night Chief Dispatchers appears to be that the latter have supervisory jurisdiction over other Dispatchers. What supervisory authority the Claimants exercised when no Night Chief Dispatcher was working with them is not clear. The Employees have caused to be set out in the record copies of some 230 instructions issued by the Claimants over the signature or initials of the Chief Dispatcher during the period when no Night Chief was on duty, but we find nothing in these instructions to indicate that they would have been issued by the Night Chief if he had been on duty or that they would not have been issued by the Claimants if a Night Chief had been on duty. * * *"

"The case before us is quite unlike that considered and resolved in Award 1828, relied on by the Employees. That case involved the abolition of the position of Night Chief Dispatcher and the assignment of a substantial proportion of his duties to an employee not covered by the Dispatchers' Agreement. We find nothing helpful in that Award, other than some dicta of doubtful application here."

In another recent Award, 6274, the following language of the Board is clearly applicable to the factual situation in the case here presented:

"Claimant supervises no other train dispatchers, he being the only one on duty. The evidence is not conclusive that he performs any duties at this time which he had not previously so performed. Any supervisory duties performed are those which are normal to the position.

The Chief Train Dispatcher leaves written orders, generally known as a 'line-up' for use by the second and third trick dispatcher. The second trick dispatcher transfers orders in writing to the third trick dispatcher.

It is the opinion of the Board that the duties performed, including the coordination of operations, are nothing more than routine and related work of the position and that the work so performed, and the responsibilities assumed in connection therewith, are no greater than those which have normally been required of the occupant of the position for a substantial period of time prior to the institution of this claim."

Based upon an analysis of all of the evidence, it must be found that the petitioners have failed to sustain the burden of proof and, therefore, claim is accordingly denied.

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 Employes involved in this dispute are respectively Carrier and Employe 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 not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1953.