

Award No. 13647

Docket No. TD-14799

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Ross Hutchins, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

THE PENNSYLVANIA RAILROAD COMPANY

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

(a) The Pennsylvania Railroad Company, (hereinafter referred to as "the Carrier"), violated the effective schedule agreement between the parties, Regulation 5-B-1 of Title 1 in particular, when on April 12, 1968, it required a regularly assigned train dispatcher to perform one day of extra work instead of filling said day's service by using the senior available extra train dispatcher.

(b) The Carrier shall now be required to compensate Extra Train Dispatcher W. F. Bauer, the then senior available extra train dispatcher one day's compensation at train dispatchers' rate.

EMPLOYES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, copy of which is on file with your Honorable Board, and the same is made a part of this submission as though fully set out herein.

For ready reference that portion of Regulation 5-B-1 of Part I of the Agreement material to the claim here before the Board provides that:

" * * * * *

(c) Except as provided in the foregoing paragraph (b) of this Regulation (5-B-1), relief assignments of less than five (5) days per week will be performed by extra Train Dispatchers.

The assignment of such work to extra Train Dispatchers will be in accordance with seniority and availability except when the use of the senior extra Train Dispatcher would require payment of the punitive rate of pay and a junior extra Train Dispatcher is available who can be used at the pro rata rate of pay. An extra Train Dispatcher will not be considered available within the meaning of this Regulation (5-B-1) when working a conflicting tour of duty, unless he can fill the position without violating the Hours of Service Law

CONCLUSION

Carrier has shown that the Claimant was not qualified for the district B vacancy and, therefore, was not available for said vacancy within the meaning and intent of Regulation 5-B-1 (c). Carrier has further shown that the disputed vacancy was properly filled in accordance with the provisions of Regulation 5-B-1 (d).

Therefore, the Carrier respectfully requests that your Honorable Board deny the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts of this action is similar to Award 13646 except the claim is by the junior extra train dispatcher qualified only on A and where the Carrier failed to transfer the regular train dispatcher from A to B so the junior man could cover A.

The Claimant contends that if Award 13646 is sustained, this claim must be denied. We agree.

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

That the parties waived oral hearing;

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 Agreement has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of June 1965.