

Award No. 13737
Docket No. TD-15256

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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

(a) The St. Louis-San Francisco Railway Company (hereinafter referred to as "the Carrier"), violated and continues to violate the effective Agreement between the parties, Article 1 (a), (b) and (c) thereof in particular, and letter of understanding dated August 21, 1943, when, beginning about July 1, 1963, and thereafter, the Carrier has required and permitted employes not within the scope of the Agreement to be primarily responsible for the movement of trains between a point near Mile Post 4 and Kansas City (19th Street Yards), a distance of four miles.

(b) The Carrier be required to compensate Extra Train Dispatchers J. R. Lyden, C. L. Harrison, C. E. Roberts, J. F. Moore, W. L. Horine, R. L. Roach and E. W. Wyatt for each day on and after 12:01 A.M., December 9, 1963, on which claimants in seniority order were available to perform services referred to in paragraph (a) above and were not used, compensation to continue until such violations cease.

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

For the Board's ready reference, Article I (a), Article I (b) are here quoted in full. Article V-A is also quoted in pertinent part:

"ARTICLE I.

SCOPE

(a) This agreement shall govern the hours of service and working conditions of train dispatchers. The term 'train dispatcher' as

Remote control machines have been in use on this Carrier at various points for many years. For example, a similar machine has been operated by employees of the telegrapher craft or class at Madill, Oklahoma, since May, 1950. A photograph of the machine at Madill is attached hereto and made a part hereof as Carrier's Exhibit B. The operation involved in this dispute is very similar to the operation at Madill.

Remote control machines similar to the one at Rosedale and Madill are also in use on this Carrier at New Albany and Tupelo, Mississippi; Jasper and Birmingham, Alabama; and Lindenwood Yard in St. Louis, Missouri. The operation of the remote control machine in St. Louis is in dispute and is now before this Board for a decision. A photograph of the remote control machine in use in the Lindenwood Yard office, St. Louis, is attached hereto and made a part hereof as Carrier's Exhibit B-1.

After the instant dispute arose, the train dispatching office at Fort Scott was moved to Springfield, Missouri. Two photographs of a centralized traffic control machine, located in the train dispatcher's office at Springfield and operated by train dispatchers, are attached hereto and made a part hereof as Carrier's Exhibit C and C-1.

The movement of trains through the territory in question, and other locations where remote control is used, is still the primary responsibility of train dispatchers. Being primarily responsible for the movement of trains, however, does not mean that the train dispatcher himself must personally flip remote control levers, copy and deliver train orders, etc. There is no question here about the rank, importance or primary responsibility of train dispatchers respecting the movement of trains in the disputed area. The telegraphers at Rosedale Yards operate the remote control machine under instructions or by direction in the same way that they copy and deliver train orders. Any contention to the contrary is specifically denied.

The monetary portion of the claim outlined by the Organization in Item (b) of the statement of claim to the Board is vague and indefinite. Such monetary claims are left to speculation and conjecture. No specific monetary amount is specified in the claim. The Organization states that the Carrier be required to compensate five named train dispatchers for each day on and after a specified date on which the respective individual claimants are available, in seniority order. Neither the Carrier nor this Board should be required to resort to speculation and conjecture to determine the monetary amount claimed, or, in the event the claim is sustained, how such amount should be apportioned among the claimants.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves the same parties, Agreement and issues as Award No. 13736. The record differs in detail, not in substance. For the reasons stated in Award No. 13736 we will dismiss the Claim for lack of proof.

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:

⁴The Official Guide of the Railways, January, 1965.

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 must be dismissed for lack of proof.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1965.

LABOR MEMBER'S DISSENT TO AWARD 13737,
DOCKET TD-15256

For the same reasons as expressed in Dissent to Award 13736, Docket TD-15229, dissent is hereby registered to Award 13737.

R. H. Hack
Labor Member