



**Award No. 18257**  
**Docket No. TD-18657**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**John H. Dorsey, Referee**

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**PARTIES TO DISPUTE:**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY**

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

(a) The Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as "the Carrier," violated the currently effective Agreement between the parties, Rule 1(b) and Rule 44 thereof in particular, when, on May 15, 1969 the position of Night Chief Dispatcher in the Savanna, Illinois train dispatching office was abolished, causing the duties formerly performed by the incumbent of the Night Chief Dispatcher position to be assumed by incumbents of the trick train dispatcher positions, who are compensated for their services at trick train dispatcher rate of pay.

(b) Carrier shall now compensate individual train dispatchers, (regular, relief and extra) performing service on the Second and Third trick train dispatcher positions at Savanna, Illinois for the difference between trick train dispatcher rate and night chief dispatcher rate for the portion of their respective assignments encompassed by the assigned duty hours of the abolished night chief dispatcher position and for duties now performed by the First Trick Train Dispatcher position at Savanna, Illinois formerly performed by the Night Chief Dispatcher. This adjusted compensation shall be effective commencing May 15, 1969 and continue until such time as the night chief dispatcher position is re-established, or until the matter is otherwise disposed of by agreement between the parties. Individual claimants entitled to compensation claimed herein can readily be determined by a check of the Carrier's records.

**EMPLOYEES' STATEMENT OF FACTS:** There is an Agreement between the parties, a copy of which is on file with this Board, and by this reference is incorporated into and made a part of this Submission, the same as though fully set forth herein.

For the Board's ready reference, provisions of said Agreement pertinent to this dispute are here quoted in full:

**“NOTICE**

Savanna - May 5, 1969  
Spl. file 41

**F-4**

**TRAIN DISPATCHERS**  
Savanna, Ill.

Effective May 15, 1969 the position of Night Chief Dispatcher at Savanna, Illinois is abolished.

/s/ L. H. Walleen  
Superintendent

cc: Messrs.

F. G. McGinn  
L. V. Anderson  
D. O. Burke  
L. W. Harrington  
G. W. Riley  
L. W. Nigus  
C. C. Smith  
T. E. Bigley, Genl. Chrmn., ATDA  
W 146 N. 8542 MacArthur Drive  
Menomonee Falls, Wis. 53051  
Z. G. Reiff, Office Chairman”

Attached hereto as Carrier's Exhibits are copies of the following letters written by,

**CARRIER'S EXHIBIT A** - Mr. L. H. Walleen, Superintendent, to Mr. T. E. Bigley, General Chairman, under date of July 10, 1969.

**CARRIER'S EXHIBIT B** - Mr. L. W. Harrington, Vice President-Labor Relations to Mr. Bigley under date of August 11, 1969.

**CARRIER'S EXHIBIT C** - Mr. Harrington to Mr. Bigley under date of August 20, 1969.

**CARRIER'S EXHIBIT D** - Mr. Harrington to Mr. Bigley under date of November 4, 1969.

**CARRIER'S EXHIBIT E** - Mr. Harrington to Mr. Bigley under date of December 18, 1969.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On May 5, 1969, Carrier abolished the position of Night Chief Dispatcher at its Savanna, Illinois dispatching office. This was the only such position on Carrier's property for at least 20 years prior to the abolishment. There is no evidence of the service requirements upon which the establishment of the position was based.

Petitioner alleges that, upon the abolishment, the duties of the Night Chief Dispatcher position were combined with the duties of the second and third Trick Dispatchers at Savanna. Citing Rule 1(b) and Rule 44 in support,

Petitioner contends that the second and third Trick Dispatchers were, after the abolishment, contractually entitled to be compensated at the Night Chief Dispatcher rate of pay. The said Rules read:

**"RULE 1(b). DEFINITIONS**

- (1) Chief Dispatcher, Night Chief Dispatcher, Assistant Chief Dispatcher.

These classes shall include positions in which the duties of incumbents are to be responsible for the movement of trains on a division or other assigned territory, involving the supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work.

- (2) Trick Dispatcher, Relief Dispatcher, Extra Dispatcher.

These classes include positions in which the duties of incumbents are to be primarily responsible for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and to perform related work."

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**"RULE 44. COMBINING POSITIONS**

When an existing position of chief, assistant chief or night chief dispatcher is combined with a trick train dispatcher position, the combined position shall be compensated at the pay rate of the higher rate of the two positions. The provisions of the previous sentence will not apply when a position of assistant chief or night chief dispatcher is abolished because of the expiration of service requirements upon which the establishment of such position was based."

Relative to Rule 1(b)(1), Petitioner did not adduce factual evidence of probative value that the second and third Trick Dispatchers performed work, after of the abolishment, involving: (a) "supervision of train dispatchers and other similar employees;" (b) "to supervise the handling of trains and the distribution of power and equipment incident thereto;" or, any other work exclusively reserved to the position of Night Chief Dispatcher.

Petitioner having failed to prove that any of the work exclusively reserved to the position of Night Chief Dispatcher was assigned, expressly or impliedly, to the second and third Trick Dispatchers after the abolishment, the abolishment did not bring about a combining of positions within the contemplation of Rule 44. See and compare, Fort Worth and Denver Railway Company v. American Train Dispatchers' Association, National Mediation Board Case No. A-4267, Arbitration 186, February 22, 1954; also, our Awards No. 6138, 6274, 11035 and 13829.

For the foregoing reasons we will deny the Claim.

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