

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

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 "the Carrier") violated the effective Agreement between the parties, Article 1 thereof in particular, when on January 16, 1969, it required and/or permitted an employe not within the scope of the Agreement to perform work covered thereby.

(b) Because of said violation, the Carrier shall compensate the senior available extra train dispatcher one day's compensation at the pro rata rate applicable to assistant chief dispatcher for said violation.

(c) In the event no extra train dispatcher was available Carrier shall compensate the senior available train dispatcher observing rest days, one day's compensation at the time and one-half rate applicable to assistant chief dispatcher for said violation.

(d) The individual claimant entitled to compensation herein claimed shall be determined by a joint check of the Carrier's records.

EMPLOYES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, copy of which is on file with this Board, and the same is incorporated into this Ex Parte Submission as though fully set out herein.

For the Board's ready reference Article I of said Agreement is here quoted in full:

"ARTICLE I

(a) SCOPE

This agreement shall govern the hours of service and working conditions of train dispatchers. The term 'train dispatcher' as hereinafter used, shall include night chief, assistant chief, trick, relief and extra train dispatchers. It is agreed that one chief dispatcher in each dispatching office shall be excepted from the scope and provision of this agreement.

permit her to accompany her husband to an Oklahoma City hospital for surgery.

OPINION OF BOARD: This dispute involves the same parties, issues and Agreement as in Award No. 18448. For reasons stated in that Award the Claim is denied.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 19th day of March 1971.

LABOR MEMBERS' DISSENT TO AWARDS 18448, 18449, 18450, 18451 DOCKETS TD-18719, TD-18716, TD-18717, TD-18718

The majority's opinion is completely erroneous.

The majority's opinion refers to:

"* * * the transmittal of the message * * *"

and

"* * * that the transmittal of directory messages * * *"

The transmission of messages was not the issue of the disputes. The employees never took that position. The issue was persons not within the scope of the agreement performing work covered therein. The work in question was the decision involving the supervision of employees, not transmittal of messages after the decision was made.

For this and other reasons, this dissent is registered.

George P. Kasamis
G. P. Kasamis
Labor Member

Keenan Printing Co., Chicago, Ill.

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