

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **22491**
Docket Number TD-22392

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (**American** Train Dispatchers Association
(**Illinois** Central Gulf Railroad

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

(a) The Illinois Central Gulf Railroad (**GM&O**) (hereinafter referred to as "the Carrier"), violated the **Memorandum** of Agreement between the Gulf, Mobile and Ohio Railroad Company and its **Employees** represented by the **American** Train Dispatchers Association dated August 16, 1957, by **its** failure to properly compensate combination night chief-trick **train** dispatchers in its New Albany, Mississippi train dispatching office on **May 26, 1973 and** all subsequent dates **on** which the night chief dispatcher position was not filled.

(b) For the above violation, **the** Carrier shall now be required to compensate each combination night chief-trick train dispatcher in the **amount** of two dollars (\$2.00) for **each** day said violation occurred, **commencing May 26, 1973 and** continuing until **the violation** ceases.

(c) The Carrier **shall** arrange for a joint check of its payroll records to **determine** the **names** of **individual claimants** for each day of said violation.

OPINION OF BOARD: In **mid-May** of 1973, Carrier consolidated its **Bogalusa** Train Dispatching Office with its New Albany Office. In addition to **positions** of Chief Dispatcher, first, second and third trick dispatcher and regular relief, Carrier established a Night Chief Dispatcher position **on** five days per week. The new position **assumed** the duties of preparing two reports (one formerly prepared by the Second Trick Dispatcher and one by the Third Shift man). On the two days when there was no Night **Chief**, the second and third trick dispatchers continued to prepare the reports.

Effective January 31, 1975, the Night Chief Dispatcher position was abolished and preparation of the reports reverted to **the trick** dispatchers.

The Claimants argue that a 1957 **Memorandum of Agreement** **provides** for a combination Night Chief-Trick Dispatcher who is to receive \$2.00 per day over daily Trick Dispatcher rate, and this claim requests compensation pursuant to that **memo** for **time** since the Night Chief Dispatcher's position was abolished, **inasmuch** as the reports "...relate directly to the **supervision** of the handling of trains, as opposed to records incident to the work of trick train dispatchers..."

Carrier asserts **that** when the Night Chief position was abolished, the work was **returned** to the Trick Dispatchers - **who**, incidentally, had performed the work on the **Night Chief's rest days** without interruption. Carrier also notes that no claim for increased **compensation was ever progressed while Trick Dispatchers** performed the **function two days per week, and in fact, a claim was** submitted only after the **position** was abolished.

Without **immediate regard to Carrier's** contentions of **"Laches"**, inapplicable agreement, etc., we do not find that **the** Claimants have satisfied **the burden of proof. Even disregarding the** **fact** that the **work** was returned, **in toto**, to those who **previously** performed it, the record as established on the property **fails** to **show** that **the type of work involved** was more **than** the **record-keeping** referred to in **Article 1(c)**.

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**

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That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A.W. Paulos*
Executive Secretary

Dated at Chicago, Illinois, this **24th** day of **August 1979**.