

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 27766
Docket No. TD-26798
89-3-85-3-700

The Third Division consisted of the regular members and in addition Referee Gil Vernon when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association
(Seaboard System Railroad

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

CLAIM #1A

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on October 31, 1983, it permitted and-or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for October 31, 1983.

CLAIM #1B

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on November 12, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for November 12, 1983.

CLAIM #2

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on November 23, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one (1) day's pay at the overtime rate applicable to Assistant Chief Dispatchers for November 23, 1983.

CLAIM #3A

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 10, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one (1) day's pay at the rest day rate applicable to Assistant Chief Dispatchers for December 10, 1983.

CLAIM #3B

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 17, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for December 17, 1983.

CLAIM #3C

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 19, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for December 19, 1983.

CLAIM #4A

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on November 27, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for November 27, 1983.

CLAIM #4B

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on November 28, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. H. Powell one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for November 28, 1983.

CLAIM #4C

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 6, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. H. Powell one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for November 12, 1983.

CLAIM #4D

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 31, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for December 31, 1983.

CLAIM #4E

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 3, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night

Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 3, 1984.

CLAIM #5A

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 24, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. H. Powell one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for December 24, 1983.

CLAIM #5B

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on December 27, 1983, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for December 27, 1983.

CLAIM #6A

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working condition Agreement, including Article I (a) and (b) thereof, when, on January 6, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one (1) day's pay at the overtime rate applicable to Assistant Chief Dispatchers for January 6, 1984.

CLAIM #6B

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 7, 1984, it

permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 7, 1984.

CLAIM #6C

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 18, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant T. L. Evans one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 18, 1984.

CLAIM #6D

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 20, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 20, 1984.

CLAIM #6E

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 22, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 22, 1984.

CLAIM #7A

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 11, 1984, it

permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 11, 1984.

CLAIM #7B

(a) The Seaboard System Railroad (hereinafter referred to as 'the Carrier'), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 14, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call extra train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. E. Jones one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 14, 1984.

CLAIM #8A

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 28, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, 'the Carrier' shall now compensate Claimant W. E. Jones one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 28, 1984.

CLAIM #8B

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on January 29, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant T. L. Evans one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for January 29, 1984.

CLAIM #8C

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 3, 1984, it

permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for February 3, 1984.

CLAIM #8D

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 4, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one (1) day's pay at the rest day rate applicable to assistant Chief Dispatchers for February 4, 1984.

CLAIM #8E

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 5, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one day's pay at the rest day rate applicable to Assistant Chief Dispatchers for February 5, 1984.

CLAIM #9A

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 6, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant R. R. Cribb one (1) day's pay at the over-time rate applicable to Assistant Chief Dispatchers for February 6, 1984.

CLAIM #9B

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 7, 1984, it

permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant C. E. Mattox one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for February 7, 1984.

CLAIM #9C

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 13, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for February 13, 1984.

CLAIM #9D

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 18, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatcher for February 18, 1984.

CLAIM #9E

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')), violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 19, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for February 19, 1984.

CLAIM #9F

(a) The Seaboard System Railroad (hereinafter referred to as ('the Carrier')) violated its Train Dispatchers' schedule working conditions Agreement, including Article I (a) and (b) thereof, when, on February 23, 1984, it permitted and/or required persons other than Chief Train Dispatchers, Night Chief Dispatchers, and Assistant Chief Train Dispatchers to issue instructions directly to crew clerks instructing them to call regular train service.

(b) Because of said violation, the Carrier shall now compensate Claimant W. B. Watson one (1) day's pay at the pro-rata rate applicable to Assistant Chief Dispatchers for February 23, 1984."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

As Third Party in Interest, the United Transportation Union (Yardmaster Department) was advised of the pendency of this dispute, but chose not to file a Submission with the Division.

A review of this rather extensive record shows that there is no material difference between this dispute and that in Third Division Award 27765. The operative facts are the same, the evidence is the same and the arguments are the same.

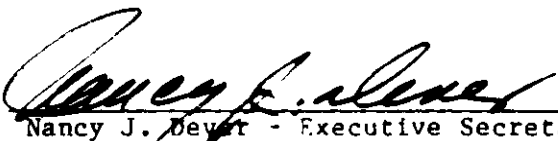
Therefore, for the reasons expressed in Third Division Award 27765, these claims are denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 2nd day of March 1989.