

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION
MISSOURI-KANSAS-TEXAS LINES

DISPUTE.—“Claim of employees that the management violated the Train Dispatchers' Agreement July 12 to October 21, 1934, in refusing to provide six days' employment for relief train dispatcher, assigned to relief service in the Smithville-Waco offices, and that such relief train dispatcher should be compensated for each day lost during this period.”

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence finds 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.

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

The parties to said dispute were given due notice of hearing thereon.

Article 3, paragraph (c) of the Agreement effective July 1, 1923, and still in effect reads:

“Where relief requirements regularly necessitate four or more days of relief service per week, relief dispatchers shall be employed and paid the daily rate of each dispatcher relieved, and when not engaged in dispatching service will be assigned to other service and paid therefor a daily rate commensurate with the service rendered.”

Effective January 25, 1934, position of combination relief dispatcher Smithville-Bellmead (Waco) was bulletined under the following bulletin:

“Vacancy will exist for combination relief dispatcher, Smithville and Bellmead, rate, \$10.45 per day less ten percent, with the following assignment:

Sunday: 1st trick Smithville-----	8:00 A. M. to 4:00 P. M.
Monday: 2nd trick Smithville-----	4:00 to Midnight.
Tuesday: 2nd trick Bellmead-----	4:00 P. M. to Midnight.
Wednesday: Day off.	
Thursday: 3rd trick Smithville-----	12:01 A. M. to 8:00 A. M.
Friday: 3rd trick Bellmead-----	12:01 A. M. to 8:00 A. M.
Saturday: 1st trick Bellmead-----	8:00 A. M. to 4:00 P. M.

“The senior qualified bidder whose bid is received in this office on or before 9:00 A. M. January 31st, 1934, will be assigned.”

Assignment was made under bulletin January 31, 1934, as follows:

“The vacancy for combination relief dispatcher, Smithville and Bellmead, as advertised in my Circular No. 51 of January 25th was bid in and assigned to Mr. A. D. Lancaster.”

Evidence shows such bulletined assignment was not cancelled during the period involved in this dispute.

AWARD

Claim sustained.

By Order of Third Division:

Attest:

NATIONAL RAILROAD ADJUSTMENT BOARD.

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 6th day of June 1935.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION No. 1 TO AWARD No. 43,
DOCKET No. TD-80**

NAME OF ORGANIZATION: American Train Dispatchers Association

NAME OF CARRIER: Missouri-Kansas-Texas Lines

Upon application of the representative of the carrier involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

Award No. 43 contemplates that inasmuch as the bulletined assignment for relief train dispatcher six days per week was not cancelled when the working days were changed to five per week, that the relief or extra dispatcher available and entitled to the service on the sixth day, during the period involved, shall be compensated therefor at the dispatchers' rate.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: H. A. Johnson
Secretary**

Dated at Chicago, Illinois, this 8th day of July, 1935.