

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuel, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION  
BALTIMORE AND OHIO RAILROAD COMPANY

DISPUTE.—“Claim of train dispatchers for time lost and expenses incurred by J. F. Sutherland et al. while learning new territory because of force reductions having resulted in the size of dispatching districts being increased. The claims are as follows:

“J. F. Sutherland: (5 days' time, \$51.75; Expenses, \$6.85)-----	Total
“H. S. Conley: (15 days' time, \$155.25; Expenses, \$8.90)-----	\$58.60
“J. S. Booth: (9 days' time, \$93.15)-----	164.15
“J. E. Baird: (5 days' time, \$51.75)-----	93.15
“E. H. Connor: (5 days' time, \$51.75)-----	51.75
	51.75”

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.

This dispute being deadlocked, Paul Samuel was called in as Referee to sit with the Division.

Facts.—Prior to January 4, 1931, there were three train dispatching districts on the Newark Division under the jurisdiction of a Superintendent as follows:

C. & N. District, between Newark, O., and Columbus, O.  
C. O. District, between Benwood Jct., W. Va., and Newark, O.  
L. E. O. & L. K. & Shawnee District, between O. & L. K. and Shawnee Branches.

All dispatchers were located at the dispatchers' office at Newark. On January 4, 1931, the three districts in this Division were reduced to two. The arrangement of the two districts was as follows:

C. & N.—L. E. District, between Columbus, Ohio, and Sandusky, Ohio.  
C. O. District, between Benwood Jct., W. Va., and Newark, O. and O. & L. K. and Shawnee Branches.

On December 31, 1930, instructions were issued by the management to the effect that on January 4th the Lake Erie dispatching district would be discontinued and that C. & N. dispatchers would dispatch trains between Columbus and Newark, Newark and Sandusky; C. O. dispatchers would dispatch trains between Newark and Benwood, and, on O. & L. K. and Shawnee Branches; that it would be necessary for the dispatchers to learn that portion of the road with which they were not familiar and to familiarize themselves with the Book of Rules, providing the dispatchers on that Division expected to assert their seniority rights.

The claimants above mentioned claim to have spent time and incurred expense as indicated in the above dispute while learning or familiarizing themselves with the territory and the Rules.

The employees' representatives contend that Rule (c), Article 3, which reads as follows:

“Each Train Dispatcher will be assigned to established headquarters in accordance with seniority provisions and when required to leave such headquarters temporarily shall be paid necessary actual expenses in addition to regular salary while thus engaged. This will not apply to extra train dispatchers.”

applies, and that the claimants are entitled to remuneration for time spent and actual expenses.

It is contended by the Carrier that by reason of the following Rules—

“ARTICLE 5. (a) A train dispatcher's seniority will date from the time he last entered the service as a train dispatcher.”

“ARTICLE 5. (b) Seniority rights shall be limited to one Superintendent's jurisdiction except that seniority rights on the Baltimore Terminal Division and the Baltimore Division will be extended to cover both divisions.”

“ARTICLE 5. (h) When there is a reduction in forces or positions are abolished train dispatchers so affected will be entitled to positions held by any junior regularly assigned train dispatchers within the superintendent's jurisdiction.”

that the claims should be denied.

It is contended by the employees that no rule of the Carrier exists which requires dispatchers who have certain designated dispatching territory under their supervision to be qualified on any other territory; that whenever it becomes necessary to learn the road on territory other than their particular dispatching district that the dispatcher is obligated for such expense only if the change of position is at the request of the dispatcher, but if for the benefit of the Carrier, then at the expense of the Carrier; that inasmuch as these dispatchers were required in response to the Carrier's instructions to leave headquarters to accomplish what they had been instructed to do, that the Carrier should therefore recognize the claim.

It is contended by the Carrier that there is no Rule in the Agreement which obligates the Carrier to pay for time lost and expenses to dispatchers learning territory on their own Division where they hold seniority rights, and that Article 3 (c), relating to pay when required to leave headquarters has no bearing in this case, inasmuch as Article 3 (c), contemplates payment when dispatchers are transferred *temporarily* away from their established headquarters.

The evidence in this case shows that all of the claimants were on the Division at the time it was redistricted; that extra train dispatchers were were familiar with the entire Division as it was re-districted, and that it was not necessary for the extra dispatchers to familiarize themselves with the redistricted Division; that it was not necessary for the claimants to exercise their seniority rights unless they chose to do so. While it is true that the number of dispatching Districts was reduced for the purpose of reducing the expenses of the Carrier, yet, the employees' rights were preserved in order that the claimants might continue to hold their positions if they chose. The call upon the extra time and expense of the claimants was reasonable and modest and for the benefit of the claimant employees, and this Division is of the opinion that Rule 3, Article (c), does not apply to the facts in this dispute; that inasmuch as the claimant employees were given a fairly reasonable time to prepare themselves for their work, it was their duty to learn the new territory on their own Division at their own expense and on their own time.

#### AWARD

The claim is denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,  
Secretary.

Dated at Chicago, Illinois, this 16th day of July 1935.