

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

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

The Chicago & Eastern Illinois Railroad Company (hereinafter referred to as "the Carrier") shall change one regular relief assignment in each of its train dispatcher offices so as to permit the incumbent of each such position to perform the weekly rest days relief service of all of the higher rated positions in such offices as are included in Article 1-(a) Scope of the currently effective agreement between the parties to this dispute.

EMPLOYES' STATEMENT OF FACTS: There is an Agreement between the parties, identified by Carrier as "Schedule No. 4" and effective December 1, 1950. A copy of said Agreement is on file with this Board. That Agreement is made a part of this submission the same as though fully set out herein. For ready reference Agreement rules which have an express application to this dispute are here cited and quoted.

ARTICLE 1

(a). Scope

The term "Train Dispatcher" as herein used shall include Chief, Assistant Chief, Trick, Relief and Extra Train dispatchers, except one Chief Dispatcher in each dispatching office, who will not regularly be required to perform Trick Train Dispatchers' duties.

ARTICLE 3

(a). Rest Days

Each regularly assigned train dispatcher will be entitled and required to take two (2) regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such assigned rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working any train dispatcher in excess of five (5) days per week.

demands that Carrier "shall change one regular relief assignment in **each** of its train dispatcher offices * * *" (emphasis supplied). As will be noted from the General Chairman's letter of January 27, 1954, Carrier's Exhibit "A," the dispute there presented was confined to a change in one relief dispatcher assignment at the Danville office. We do not have knowledge of dispute involving any other point, nor has such a dispute been instituted and progressed in accordance with grievance procedure provided for in Article 9, Schedule No. 4. Accordingly, all data and arguments contained herein relate to the known dispute at Danville.

That the dispute on the property was confined to a demand in change in relief assignment at Danville is confirmed by the General Chairman's letter of February 3, 1954, copy of which is attached hereto and made a part hereof as Carrier's Exhibit "C." Until a dispute involving some other point is instituted and progressed in accordance with the grievance procedure provided in Article 9 of the controlling agreement, jurisdiction of this Board is confined to the known dispute handled on the property.

The regular relief assignments at Danville were established pursuant to and in conformity with the provisions of Article 3(e), Relief Service. Each was advertised for assignment in conformity with provisions of Article 5(d), Bulletined Vacancies. Each position thus advertised was assigned to the senior employe making application therefor, thus fulfilling the requirements of Article 5(a).

All possible regular relief assignments have been established. The regular relief requirements remaining are less than four days per week and are protected by the senior unassigned train dispatcher. The change here demanded by petitioner would not have the effect of increasing the number of assignments covered by regular relief positions, but would merely have the effect of changing the regular positions covered by a regular relief assignment.

This Division has consistently affirmed the principle that it is not the function of the Board to write new agreements or new rules for the parties, but that the Division is constrained on the contrary to resolving disputes involving application of rules in existing agreement.

Seldom will this Board be confronted with a case more clearly involving this principle. Petitioner's very statement of claim makes it clear this is a demand for a new rule. It is not contended that the current agreement was violated. On the contrary, it is demanded that the Carrier be required to change one of the long established regular relief assignments to effect a special condition desired by Petitioner.

This special condition demanded by Petitioner is not provided for under the agreement rules here controlling. A decision favorable to Petitioner will require that the Board write a new rule—which it is not authorized to do.

It is Carrier's position that the issues here presented by Petitioner do not involve an interpretation of the agreement rules contained in Schedule No. 4, but on the contrary represent a demand for a new rule. Petitioner's demand must, therefore, be dismissed for want of jurisdiction.

(Exhibits not reproduced.)

OPINION OF BOARD: This case does not contain a monetary claim.

A reading of the Agreement reveals that the interpretation sought here is not proper, by reason of the fact that Chief Dispatcher positions are outside of the Agreement's scope.

Therefore, the question presented for interpretation is outside of the jurisdiction of this Board.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 does not have jurisdiction over the dispute involved herein; and

That the claim will be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of June, 1955.