

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Merton C. Bernstein, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION
THE TEXAS & PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: The Statement of Claim submitted by President Braese of the American Train Dispatchers Association is as follows:

(a) The Texas and Pacific Railway Company, hereinafter referred to as the 'Carrier', acted contrary to the wording and intent of provisions of the currently effective Agreement between the parties, particularly Article 1 (b) 2, when on or about May 17, 1956, it required Train Dispatcher L. B. Rabalais, employed in its Alexandria, Louisiana dispatching office to perform telegrapher duties for the Missouri Pacific Railroad Company, in addition to the duties of his own position as train dispatcher for the Texas and Pacific Railway Company, and failed and refused to compensate him for such service.

(b) The Carrier shall now compensate Claimant Rabalais one day's pay at pro rata rate of the telegrapher position at Alexandria, Louisiana, for said telegraph service.

EMPLOYES' STATEMENT OF FACTS: A Schedule Agreement between The Texas and Pacific Railway Company and the American Train Dispatchers Association governing hours of service, compensation and working conditions of train dispatchers, effective September 1, 1954 is on file with your Honorable Board and, by this reference, is made a part of this submission as though fully incorporated herein. Said Agreement will hereinafter be referred to as the "Agreement".

Pertinent provisions of the Agreement read as follows:

"ARTICLE 1.

"(a) Scope. This agreement shall govern the hours of service, compensation, and working conditions of train dispatchers. The term 'train dispatcher' as hereinafter used shall include night chief, assistant chief, trick, relief and extra train dispatchers. It is agreed that one chief train dispatcher in each dispatching office shall be excepted from the scope and provisions of this agreement.

"On the record before us, the claims will be denied.

"FINDINGS: * * *

"That the Agreement was not violated.

"AWARD

Claims denied."

Thus, the question has been conclusively decided on this property. If a brakeman can properly be required to copy train orders on this property, certainly it may properly be done by a train dispatcher—an employe whose primary duty it is to provide for the movement of trains by train orders, or otherwise. On the Louisiana Division, where this claim arises, trains are governed by train orders and time table. If your Board should fail to sustain the Carrier's position here, you would, in effect, rule that handling of train orders is not as closely related to a dispatcher's duties as it is to a brakeman's duties, and that just can not be so. The terms "train orders" and "train dispatchers" are as closely related as "switching" and "switchmen"; "braking" and "brakemen" or "telegraphy" and "telegraphers". If train dispatchers cannot be required to handle train orders, then the basic operational methods of railroading have been out of kilter ever since the first locomotive turned its wheels on the rail lines of this Nation. The history of the operating rule involved, which we cited above, is conclusive in this respect.

We respectfully urge that the claim is entirely without merit, and request your Board to so decide.

It is affirmed that all data submitted herein in support of the Carrier's position has heretofore been presented to the Organization and is hereby made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: In this case the parties, Agreement, practices, location and contentions are the same as those involved in Award 7916 (Shugrue) which denied the same kind of claim.

There is only one element of possible difference between the two cases. In the earlier case the disputed work was assigned the Dispatchers on holidays. This case does not concern holidays.

In all other respects the cases are indistinguishable. The earlier Award did not turn on the holiday feature; its reasoning and precedents are equally applicable here.

For the reasons cited in and on the authority of Award 7916 the claims are denied.

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 Employe involved in this dispute are respectively Carrier and Employe 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

That the Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 4th day of August, 1960.