

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

THE LEHIGH AND HUDSON RIVER RAILWAY COMPANY

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

(a) The Lehigh & Hudson River Railway Company, (hereinafter referred to as "the Carrier"), violated the currently effective Schedule Agreement between the parties, Articles 1 and 7 thereof in particular, by its failure to properly compensate each of the named individual claimants for service performed on each of the dates hereinafter specified.

(b) The Carrier shall now compensate each of the following named individual claimants for the specified dates in the amount representing the difference between what they were compensated for services on said dates and the daily rate of Chief Dispatcher, \$39.44 per day, said claimants and dates being as follows:

Name of Claimant	Dates (1966)
S. E. Pierce	December 31, 1965; January 8, 1966; 13, 20, 21, 22, 27, 28, 29; February 5, 10, 11, 12, 18, 19, 21, 22; March 4, 5, 8.
W. H. Lust	December 27, 1965, 28, 29, 30; January 2, 1966, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14* relief day time and one half, 15* relief day time and one half, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 31; February 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 23, 24, # 2 hours over time # plus 8 hours, 25*, 26* relief day time and one half, 27, 28; March 1, 2, 3, 6, 7, 8, 9, 10, 13.
M. R. Pierson	January 30* relief day at time and one half; March 6* relief day at time and one half; March 7.

Name of Claimant

Dates (1966)

J. E. Flood

December 27, 1965, 28, 30* relief day at time and one half, 31; January 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, 31; February 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28; March 1.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, effective June 1, 1946, a copy of which is on file with this Board. The said Agreement is incorporated as a part of this Submission as though fully set out. Although some rules of the Agreement have been revised since the effective date, Articles 1 and 7 referred to in the Statement of Claim herein have not been revised (except Article 7(b) revised effective September 1, 1949) and are here quoted in full for the Board's ready reference:

"ARTICLE 1.

Scope.

(a) The term 'train dispatcher' as hereinafter used (and as defined in Section (b) of this Article) shall be understood to include chief, assistant chief, trick, relief, and extra dispatchers, excepting only such chief dispatchers as are actually in charge of dispatchers and telegraphers and in actual control over the movement of trains and related matters, and have substantially the authority of a superintendent with respect to those and other activities. This exception shall apply to not more than one chief dispatcher on any division.

Definitions (b) 1. Chief Train Dispatcher
Assistant Chief Train Dispatcher

These classes shall include positions in which it is the duty of incumbents to be responsible for the movement of trains on a division or other assigned territory, involving the supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work.

(2) Trick Train Dispatcher

Relief Train Dispatcher

Extra Train Dispatcher

These classes shall include positions in which it is the duty of incumbents to be primarily responsible for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and to perform related work.

Rates for Additional Positions.

(d) Rates of pay for additional positions which may be created or restored shall be not less than the rates of positions of a similar nature then existent. If positions of a similar nature are not existent, then rate or rates will be determined by agreement between the Management and the Committee.

Attending Court, Investigations, Etc.

(e) A train dispatcher attending court, inquests, investigations or hearings, under instructions from the Railway, will be paid for each day so held the equivalent of his regular assigned hours at pro rata rate for assigned work days and actual time not exceeding eight (8) hours at time and one-half rate for assigned rest days, and actual expenses while away from home. Fees and mileage accruing will be assigned to the Railway. This rule will not apply to a train dispatcher instructed by the Railway to attend a hearing of charges against him, and who is not exonerated of such charges.

Away from Headquarters.

(f) When a train dispatcher is required by Management to leave his regular headquarters for any purpose, he shall, in addition to compensation as provided for by these rules, be paid necessary expenses while away. Extra train dispatchers will be paid on the same basis at trick dispatcher's rate.

Learning Territory.

(g) When, in the opinion of the Chief Train Dispatcher, it is necessary for a train dispatcher to qualify on territory with which he is not familiar he will be compensated therefor at trick dispatcher's rate.

Combining Positions.

(h) When positions carrying different rates of pay are combined, the combined position shall carry the higher rate of the positions involved."

OPINION OF BOARD: The parties, agreement and issues involved herein are the same as were involved in recent Award 16557.

We have reviewed Award 16557 and do not find it palpably wrong. It is, therefore, controlling and the claim herein will be denied.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Agreement was not violated.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1968.