

Award No. 18251
Docket No. TD-18732

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

SEABOARD COAST LINE RAILROAD COMPANY

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

(a) The Seaboard Coast Line Railroad Company (hereinafter referred to as "the Carrier") violated the effective Agreement between the parties, Articles 1(a), 1(b) and 11(a) thereof in particular, when it refused to compensate regularly assigned relief Assistant Chief Dispatcher W. R. Austin (hereinafter referred to as "the Claimant") for eight (8) hours at rate of time and one-half of applicable rate of Chief Dispatcher's position, computed in accordance with Article 11(a), for eight (8) hours' service performed on that position Wednesday, November 13, 1968, from 8:00 A. M. to 4:00 P. M. after completing eight (8) hour assignment on regularly assigned position of relief Assistant Chief Dispatcher commencing 4:00 P. M. ending 12:00 midnight, Tuesday, November 12, 1968.

(b) The Carrier shall now compensate the individual Claimant the amount of the difference between pro rata rate and time and one-half rate of Chief Dispatcher's position for eight (8) hours to which he is entitled under the terms of the Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, copy of which is on file with this Board and by this reference that Agreement is made a part of this submission as though fully set out.

For the Board's ready reference Articles 1(a), 1(b), and 11(a), the Agreement rules primarily involved are below quoted in full:

"ARTICLE I.

(a) Scope.

The term 'train dispatcher' as hereinafter used (and as defined in paragraph (b) of this rule) shall be understood to include chief, night 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

Articles I(a) and (b), quoted above, while largely taken from the former SAL agreement, are a composite of the respective rules on both former properties.

Article II(a) was identical on both former properties.

Article II(a) was identical on both former properties and was carried over to the current agreement without change. It does not, therefore, follow that because this rule had a former Seaboard identity that only prior interpretations to the Seaboard rule are applicable to the rule now in the "new" agreement. Former Coast Line interpretations are just as applicable.

Pertinent correspondence with regard to this claim is attached to this submission as Carrier's Exhibits A through I, inclusive.

(Exhibits not reproduced.)

OPINION OF BOARD: The parties, the issues and the Agreement involved herein are the same as were involved in Award 18070. We have reviewed that Award and do not find it to be in palpable error. It is controlling herein and the claim will be sustained.

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 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 has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October, 1970.