



Award No. 18390

Docket No. TD-18791

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Melvin L. Rosenbloom, 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 111(b) thereof in particular, when it refused to compensate regularly assigned Assistant Chief Dispatcher P. S. Carter (hereinafter referred to as "the Claimant") for nine (9) hours at rate of time and one-half of applicable rate of Chief Dispatcher's position computed in accordance with Article 111(b), for nine (9) hours' service performed on that position Wednesday, October 23, 1968, from 8:00 A. M. until 4:00 P. M. on his assigned rest day.

(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 nine (9) 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, a 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 111(b), 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 move-

former properties. It does not follow, therefore, that because these rules 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 "H", inclusive.

(Exhibits not reproduced.)

OPINION OF BOARD The issues involved herein are essentially the same as the issues involved in Award 18070 covering a dispute between the same parties, which Award was affirmed in later Awards 18250 and 18251. Those Awards are controlling herein and the claim will be sustained for eight hours at time and one-half rate of the Chief Dispatcher position, as the record shows that Claimant worked that position from 8:00 A. M. to 4:00 P. M., on his assigned rest day.

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 to the extent indicated in Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1971.