

The Third Division consisted of the regular members and in addition Referee Gil Vernon when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association  
(Chicago and North Western Transportation Company)

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

CLAIM #1

(a) The Chicago and North Western Transportation Company ('Carrier') violated its Train Dispatchers' schedule working conditions Agreement, including Rules 5(d) and 5(e) thereof, when it combined

(1) the 2nd shift Trick Train Dispatcher position on the East Desk (Job #016) with the 2nd shift Trick Train Dispatcher position on the South Desk (Job #010) in its Mason City, IA office on

(a) Saturdays August 6, 13, 20, and 27, 1983, and

(b) Sundays August 7, 14, 21, and 28, 1983, and

(2) the 1st shift Trick Train Dispatcher position on the East Desk (Job #015) with the 1st shift Trick Train Dispatcher position on the South Desk (Job #009) on

Sundays August 7, 14, 21, and 28, 1983

to avoid using relief or extra train dispatchers to provide relief on the Saturdays and Sundays rest days for Job #016, and Sundays rest days for Job #015.

(b) Because of said violations, the Carrier shall now compensate the Claimants indicated below, one (1) day's pay at the rate applicable to Trick Train Dispatchers for each date opposite their respective names:

(1)(a) B. T. Shipley Saturday August 6, 1983  
B. T. Shipley Saturday August 13, 1983  
B. T. Shipley Saturday August 20, 1983  
B. T. Shipley Saturday August 27, 1983

- (b) B. T. Shipley Sunday August 7, 1983  
B. T. Shipley Sunday August 14, 1983  
B. T. Shipley Sunday August 21, 1983  
B. T. Shipley Sunday August 28, 1983
- (2) J. L. Rueber Sunday, August 7, 1983  
B. J. Fredrickson Sunday August 14, 1983  
B. J. Fredrickson Sunday August 21, 1983  
J. E. Vaith Sunday August 28, 1983

CLAIM #2

(a) The Chicago and North Western Transportation Company ('Carrier') violated its Train Dispatchers' schedule working conditions Agreement, including Rules 5(d) and 5(e) thereof, when it combined

- (1) the 2nd shift Trick Train Dispatcher position on the East Desk (Job #016) with the 2nd shift Trick Train Dispatcher position on the South Desk (Job #010) in its Mason City, IA office on
  - (a) Saturdays September 3, 10, 17, and 24 1983, and
  - (b) Sundays September 4, 11, 18, and 25, 1983, and
- (2) the 1st shift Trick Train Dispatcher position on the East Desk (Job #015) with the 1st shift Trick Train Dispatcher position on the South Desk (Job #009) on

Sundays, September 4, 11, 18, and 25, 1983

to avoid using relief or extra train dispatchers to provide relief on the Saturdays and Sundays rest days for Job #016, and Sundays rest days for Job #015.

(b) Because of said violations, the Carrier shall now compensate the Claimants indicated below, one (1) day's pay at the rate applicable to Trick Train Dispatchers for each date opposite their respective names:

- (1) (a) B. T. Shipley Saturday September 3, 1983  
B. J. Fredrickson Saturday September 10, 1983  
B. T. Shipley Saturday September 17, 1983  
M. E. Mahoney Saturday September 24, 1983
- (b) B. T. Shipley Sunday September 4, 1983  
B. J. Fredrickson Sunday September 11, 1983  
B. T. Shipley Sunday September 18, 1983  
M. E. Mahoney Sunday September 25, 1983

(2)	J. L. Rueber	Sunday	September 4, 1983
	J. L. Rueber	Sunday	September 11, 1983
	J. L. Rueber	Sunday	September 18, 1983
	J. L. Rueber	Sunday	September 25, 1983

CLAIM #3

(a) The Chicago and North Western Transportation Company ('Carrier') violated its Train Dispatchers' schedule working conditions Agreement, including Rules 5(d) and 5(e) thereof, when it combined

(1) the 2nd shift Trick Train Dispatcher position on the East Desk (Job #016) with the 2nd shift Trick Train Dispatcher position on the South Desk (Job #010) in its Mason City, IA office on

(a) Saturdays October 1, 8, 15, 22, and 29, 1983, and

(b) Sundays October 2, 9, 16, 23, and 30, 1983, and

(2) the 1st shift Trick Train Dispatcher positions on the East Desk (Job #015) with the 1st shift Trick Train Dispatcher position on the South Desk (Job #009) on

Sundays October 2, 9, 16, 23, and 30, 1983,

to avoid using relief or extra train dispatchers to provide relief on the Saturdays and Sundays rest days for Job #016, and Sundays rest days for Job #015.

(b) Because of said violations, the Carrier shall now compensate the Claimants indicated below, one (1) day's pay at the rate applicable to Trick Train Dispatchers for each date opposite their respective names:

(1)	(a)	B. T. Shipley	Saturday	October 1, 1983
		B. T. Shipley	Saturday	October 8, 1983
		B. T. Shipley	Saturday	October 15, 1983
		B. T. Shipley	Saturday	October 22, 1983
		B. T. Shipley	Saturday	October 29, 1983

	(b)	B. T. Shipley	Sunday	October 2, 1983
		B. T. Shipley	Sunday	October 9, 1983
		B. T. Shipley	Sunday	October 16, 1983
		B. T. Shipley	Sunday	October 23, 1983
		B. T. Shipley	Sunday	October 30, 1983

(2)	J. L. Rueber	Sunday	October 2, 1983
	J. L. Rueber	Sunday	October 9, 1983
	J. L. Rueber	Sunday	October 16, 1983
	J. L. Rueber	Sunday	October 23, 1983
	J. L. Rueber	Sunday	October 30, 1983

CLAIM #4

(a) The Chicago and North Western Transportation Company ('Carrier') violated its Train Dispatchers' schedule working conditions Agreement, including Rules 5(d) and 5(e) thereof, when it combined

(1) the 2nd shift Trick Train Dispatcher position on the East Desk (Job #016) with the 2nd shift Trick Train Dispatcher position on the South Desk (Job #010) in its Mason City, IA office on

(a) Saturdays November 5, 12, 19, and 26, 1983, and

(b) Sundays November 6, 13, 20, and 27, 1983, and

(2) the 1st shift Trick Train Dispatcher position on the East Desk (Job #015) with the 1st shift Trick Train Dispatcher position on the South Desk (Job #009) on

Sundays November 6, 13, 20, and 27, 1983.

to avoid using relief or extra train dispatchers to provide relief on the Saturdays and Sundays rest days for Job #016, and Sundays rest days for Job #015.

(b) Because of said violations, the Carrier shall now compensate the Claimants indicated below, one (1) day's pay at the rate applicable to Trick Train Dispatchers for each date opposite their respective names:

(1)	(a)	B. T. Shipley	Saturday	November 5, 1983
		B. T. Shipley	Saturday	November 12, 1983
		B. T. Shipley	Saturday	November 19, 1983
		B. T. Shipley	Saturday	November 26, 1983

(b)	B. T. Shipley	Sunday	November 6, 1983
	B. T. Shipley	Sunday	November 13, 1983
	B. T. Shipley	Sunday	November 20, 1983
	B. T. Shipley	Sunday	November 27, 1983

(2)	J. L. Rueber	Sunday	November 6, 1983
	J. L. Rueber	Sunday	November 13, 1983
	J. L. Rueber	Sunday	November 20, 1983
	J. L. Rueber	Sunday	November 27, 1983"

FINDINGS:

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The issue in this dispute is identical to that in Third Division Award 27113.

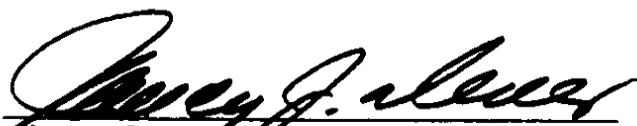
Accordingly, these claims are sustained on the same basis.

A W A R D

Claims sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of July 1988.