

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Sidney St. F. Thaxter, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: (a) Claim of the train dispatchers that Train Dispatcher H. D. Jones, Ogden, Utah, office of the Salt Lake Division was improperly compensated for his services during the week August 26 to September 2, 1940, in accordance with the Train Dispatchers' Agreement on this property.

(b) Claim of the train dispatchers that Train Dispatcher H. D. Jones should have been compensated for 6 days during this week instead of five (5) days, and that he be paid for an additional day at rate of \$10.64.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the Southern Pacific Company (Pacific Lines) and its Train Dispatchers, represented by the American Train Dispatchers Association, governing the hours of service and working conditions of Train Dispatchers, effective October 1, 1937.

Mr. H. D. Jones, a permanently assigned train dispatcher in the Ogden, Utah office, Salt Lake Division, hours of service 8 A. M. to 4 P. M., established relief day Monday, because of the established relief day for his assignment being changed to Friday by Notice of the Chief Train Dispatcher dated August 27, (Tuesday) 1940, was required to take two days off duty (relief days) within a spread of five days, instead of one day off within a spread of seven days.

Article 1 (d) of the Agreement reads as follows:

"One which includes four (4) or more days train dispatching service per week, authorized for nine (9) months or more or which has existed more than nine (9) months."

Article 3 (a) of the Agreement reads as follows:

"Each regularly assigned train dispatcher, (and extra train dispatcher) who performs six (6) days dispatching service in any one week will be allowed and required to take one day off as a relief day, except when unavoidable emergency prevents furnishing relief. If required to work such relief day, will be allowed compensation on basis of rate and one-half.

"Note: It will not be deemed a violation of this section for a train dispatcher to work in excess of six (6) consecutive days due to making change of assignments, in which case he will assume the relief day of the position to which he transfers."

the petitioner and the carrier. The carrier submits and has proven that its action was necessary, proper and strictly in accordance with all of the provisions of the current agreement between the petitioner and the carrier and therefore it is incumbent upon this Board to deny the alleged claim.

OPINION OF BOARD: The principle involved in this case is identical with that in Docket TD-1741, Award 1814, and must be decided in the same way.

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 there was no violation of the agreement.

AWARD

Claims denied.

NATIONAL RIALROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of May, 1942.