



Award No. 14579
Docket No. TD-15381

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Hamilton, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

MISSOURI PACIFIC RAILROAD COMPANY

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

(a) The Missouri Pacific Railroad Company (hereinafter referred to as "the Carrier"), violated the currently effective schedule agreement between the parties, Article 10 thereof in particular, when it failed to properly compensate Extra Train Dispatcher W. R. McGregor for travel time and automobile allowance for travel performed between Atchison, Kansas and Kansas City, Missouri, on February 6 and 8, 1964.

(b) The Carrier be required to compensate the individual claimant for travel time and automobile allowance for the dates specified in paragraph (a) hereof.

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

For the Board's ready reference, Article 10 is here quoted in full:

"ARTICLE 10. TRAVEL TIME

Extra train dispatchers assigned in other service called under the provisions of this Agreement to fill temporary vacancies as train dispatchers will be paid the straight-time trick train dispatcher rate for the actual time consumed traveling to and from the office where the vacancy exists, but not in excess of one (1) hour's pay for each forty (40) miles required in such travel; such compensation not to exceed eight (8) hours in any twenty-four (24) hour period.

The Carrier will not be required to call extra train dispatchers residing or assigned in other service at a point in excess of eighty (80) miles from the dispatching office where the temporary

ant was not released from extra train dispatcher service at Kansas City on February 6, but was regularly required to protect rest day relief service as a dispatcher each Saturday and Sunday (February 8 and 9), any travel time between Kansas City and Atchison on February 6 and/or 8 was for his own convenience, and not by reason of any requirement of the Carrier.

OPINION OF BOARD: The Claimant in this case was instructed to protect the first trick (7:59 A.M. to 3:59 P.M.) February 1 and 2, 1964 at the Kansas City, Missouri dispatching office. When he concluded on February 2, he returned to his home at Atchison, Kansas, and was then instructed to protect the second trick February 4 and 5, 1964 (11:30 P.M. to 7:30 A.M.). When he completed this assignment, Claimant again returned home and was then instructed to protect the first trick February 8 and 9 (7:59 A.M. to 3:59 P.M.). When he completed his tour of duty February 9, Claimant returned to his home and thereafter resumed his telegrapher position at Falls City, Nebraska.

The instant claim is presented for travel time and automobile allowance for travel performed between Atchison, Kansas and Kansas City, Missouri.

This is a case of non-consecutive assignments. We believe that the same general rules apply here as are used in the deadhead cases. We will, therefore, apply the principles enunciated in Award 14027, and sustain the claim.

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 Employee involved in this dispute are respectively Carrier and Employee 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 22nd day of June 1966.