



Award No. 17251
Docket No. TD-17765

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION
CHICAGO AND ILLINOIS MIDLAND RAILWAY COMPANY

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

- (a) The Chicago and Illinois Midland Railway Company (hereinafter "the Carrier") violated the existing Agreement between the parties, Sections 3 and 4 of Article VI thereof in particular, by failing and declining to compensate Relief Assistant Chief Dispatcher J. A. Allen for services performed on August 2, 3, 4, 5 and 6, 1967.
- (b) The Carrier be required to additionally compensate Claimant Allen eight (8) hours at rate of Assistant Chief Dispatcher for August 2, 3 and 6, 1967, and four (4) hours at rate of Assistant Chief Dispatcher for August 4 and 5, 1967.

EMPLOYES' 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, Sections 3 and 4 of Article VI of the Agreement are here quoted:

"Section 3. In changing positions by direction of Management, regularly assigned train dispatchers shall be paid for any loss of time resulting from the Hours of Service Law or otherwise, unless they are changing positions as a result of reductions in force or other exercise of seniority.

"Section 4. When a regularly assigned train dispatcher is required to fulfill a lower-rated position covered by this Agreement, he shall receive his own salary therefor; if used on a higher-rated position covered by this Agreement, or if used as a chief dispatcher, he shall take the salary and working conditions of such position.

"NOTE: This Section 4 applies only when a regularly assigned train dispatcher is taken from his own position to completely fulfill all of the duties and responsibilities of another position."

rules and Case No. MP-ATDA-27, dated December 26, 1967, EXHIBIT "H-2" was released as carrier's final decision in the matter.

On December 28, 1967, EXHIBIT "I", General Chairman Allen advised the Manager of Personnel that his decision was not accepted and that he was forwarding the entire file to ADTA President R. C. Coutts for his further handling.

(Exhibits not reproduced)

OPINION OF BOARD: On July 31, 1967, Claimant was notified to protect an assignment other than that which he was regularly assigned.

Under Article VI, Sections 3 and 4 Carrier had the right to change the position of Claimant with the penalty of payment for time lost "unless they are changing positions as a result of reductions in force or other exercise of seniority."

Claimant was compensated at the higher rate for his new assignment and we can not find that he had loss of time. Therefore, the claim is denied.

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 not violated.

A W A R D.

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June 1969.