

Award No. 18427
Docket No. TD-18764

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert M. O'Brien, Referee

PARTIES TO DISPUTE:

**AMERICAN TRAIN DISPATCHERS ASSOCIATION
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY**

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

(a) The St. Louis-San Francisco Railway Company (hereinafter "the Carrier") violated the effective Agreement between the parties, Article III (a) thereof in particular, by its failure and declination to compensate Train Dispatcher J. O. Atkins at time and one-half for service performed on April 30, 1969.

(b) Carrier shall now additionally compensate Claimant Atkins for the difference between pro rata rate and time and one-half rate applicable to Position No. 6 for rest day service performed on April 30, 1969.

EMPLOYES' STATEMENT OF FACTS: The existing Agreement between the parties is incorporated herein by this reference.

For the Board's ready reference Article III (a) of said Agreement is here quoted in full:

"ARTICLE III

(a) Rest Days

1. Each regularly assigned train dispatcher will be entitled and required to take two regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such assigned rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working any train dispatcher in excess of five days per week. Any regularly assigned train dispatcher, who is required to perform service on the rest days assigned to his position, will be paid at rate of time and one-half for service performed on either or both of such rest days.

2. Extra train dispatchers who are required to work as a train dispatcher in excess of five consecutive days shall be paid one and one-half times the basic straight time rate for work on either or

11:30 P. M. Tuesday and rest day relief on Night Chief Dispatcher Position No. 6, 11:30 P. M.-7:30 A. M. Wednesday.

The Claimant relieved the regular incumbent of regular relief assignment No. 10 on Thursday, May 1 and in so doing performed rest day relief service on that day on Night Chief Dispatcher Position No. 6, 11:30 P. M.-7:30 A. M.

The Claimant rendered no compensated service on Friday and Saturday, May 2 and 3, but on Sunday, May 4 was used to relieve the regular incumbent of Night Chief Dispatcher Position No. 5, 3:30 P. M. - 11:30 P. M.

The tabulation next below will show at a glance the days worked by the Claimant in each of the two seven-day periods beginning Monday, April 21 and Monday, April 28, 1969:

1969

Monday	— April 21—	Position No. 2
Tuesday	— “ 22	
Wednesday	— “ 23	
Thursday	— “ 24—	Position No. 2
Friday	— “ 25—	“ “ “
Saturday	— “ 26—	“ “ “
Sunday	— “ 27—	“ “ “
Monday	— “ 28—	“ “ “
Tuesday	— “ 29—	Position No. 5 (Relief Assignment No. 2)
Wednesday	— “ 30—	Position No. 6 (Relief Assignment No. 2)
Thursday	— May 1—	Position No. 6 (Relief Assignment No. 10)
Friday	— “ 2	
Saturday	— “ 3	
Sunday	— “ 4—	Position No. 5

The claim is that the Claimant be additionally compensated at time and one-half rate less straight time rate allowed for working Night Chief Dispatcher Position No. 5 on Tuesday, April 29, 1969.

CLAIM NO. 2

The only factual difference between this claim and Claim No. 1, above, is that the Claimant be additionally compensated at time and one-half rate less straight time rate allowed for working Night Chief Dispatcher Position No. 6, 11:30 P. M. - 7:30 A. M. Wednesday, April 30, 1969.

(Exhibits not reproduced.)

OPINION OF BOARD: The parties, the issues, and the Agreement involved herein are the same as were involved in Award 18411. We have reviewed that Award and do not find it to be in palpable error. It is controlling herein and the claim will be sustained.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 12th day of March 1971.