

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19532  
Docket Number TD-19730

Alfred H. Brent, Referee

(American Train Dispatchers Association  
PARTIES TO DISPUTE: (  
(Seaboard Coast Line Railroad Company

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

(a) The Seaboard Coast Line Railroad Company (hereinafter referred to as "the Carrier"), violated the effective Agreement between the parties, Article IV(h)(2) thereof in particular, when it refused to compensate Extra Train Dispatcher R. P. Sani (hereinafter referred to as "the Claimant") for 30 minutes actual time traveling on each date March 1, 2, 3, 4, 5, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, and 22, 1970, from outlying point Brandon, Florida to Mulberry, Florida, and 20 minutes actual time traveling March 14, 1970, from outlying point Brandon, Florida to Tampa, Florida to protect extra train dispatcher service.

(b) For the above violation the Carrier shall now be required to compensate the Claimant for 30 minutes time at the pro rata rate for the dates March 1, 2, 3, 4, 5, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, and 22, 1970, and 20 minutes time at the pro rata rate for the date March 14, 1970; such compensation to be in addition to any compensation already received by Claimant for service performed on said dates.

OPINION OF BOARD: The claimant, R. P. Sani, is regularly employed as an agent operator and resides in Brandon, Florida, a station that is 10 miles east of Tampa, Florida and about 20 miles west of Mulberry, Florida. Sani was called to work as an extra train dispatcher at Mulberry, Florida, on March 1, 2, 3, 4, 5, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 1970, and on March 14, 1970 he was called to work on an assignment in Tampa, Florida, as an extra train dispatcher. Sani was denied actual travel time between Brandon and Mulberry and Brandon and Tampa on the grounds that he travelled for these assignments no more than he does to and from his regular assignments and that the claimant cannot be considered to be located at an outlying point from both Mulberry and Tampa.

Rule IV(h)(2) which covers this grievance reads as follows:

"Extra train dispatchers working for the Company in some other capacity, who are located at outlying points, when required to perform extra dispatcher's service will be paid for the actual time traveling with a maximum of eight hours at the trick dispatcher's straight time rate on the going trip only. Extra men who do not reside within the limits of the Superintendent's jurisdiction will be paid only for traveling time within the limits of the division on the going trip."

The Carrier also made reference to the Supplemental Agreement of July 24, 1967, which reads in full as follows:

"Notwithstanding the provisions of Article IV of the agreement dated January 21st 1967 and effective July 1, 1967, it is agreed that the train dispatching office at Mulberry, Florida will continue to be a part of the Tampa Division dispatching office, both prior to and after the consolidation of former Seaboard and former Coast Line train dispatching staffs at Tampa, Florida."

The contention of the carrier that the claimant would travel no more on his extra assignments than he would to and from his regular assignment is not one of the criteria set forth in Rule IV (h)(2). The contention of the carrier that Brandon cannot be considered to be an outlying point from both Tampa and Mulberry, Florida is not sustained by the supplementary agreement of July 24, 1967, which clearly provides that Mulberry and Tampa are part of the same office. Brandon, therefore, is an outlying point from either office.

Since the handling of this case on the property does not support the carrier's contentions and this Board has long had the policy of only considering those issues raised on the property (See Awards #16631, 17093, 18656, 19028, 19101, 19155 3rd Division), the claim must be sustained.

The principles set forth in this opinion of the Board apply as well to Docket #19741 and are controlling there. A memorandum to that effect will appear in that docket and incorporate this opinion by reference.

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 Employees involved in this dispute are respectively Carrier and Employees 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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*E. G. Kellum*  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December 1972.