

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

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

Mr. G. G. Porter, who had been employed by the Southern Pacific Company (Pacific Lines) as a train dispatcher in its Oakland Pier, California Office, had qualified for a vacation with pay, under the provisions of the current rules agreement between the parties to this dispute, which vacation was due him and was to be taken by him during the year 1950, but since Mr. Porter died on June 26, 1950, before taking that vacation, that payment in lieu of vacation shall be made to the estate of Mr. G. G. Porter (deceased).

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the Southern Pacific Company (Pacific Lines) and its train dispatchers as represented by the American Train Dispatchers Association, governing working conditions and rates of pay of "train dispatchers" as that term is defined in Article 1, Section (a) of the agreement effective April 1, 1947. On May 25, 1949, certain rules of said agreement were revised in order to conform to agreement made at Chicago, Illinois, on March 25, 1949. A copy of said agreement and copy of the rules thereof as revised on May 25, 1949, are on file with your Honorable Board and are by this reference made a part of this submission as though fully incorporated herein.

Rule 6 (e) of the above referred to agreement as revised May 25, 1949, reads as follows:

"Effective September 1, 1949, the number of vacation days with pay to which an employe was eligible to receive under the Mediation Agreement of March 4, 1944, shall be reduced one-sixth.

"During the calendar year 1950, an annual vacation of two weeks (10) working days with pay will be granted each dispatcher covered by the scope of the current agreement, who rendered compensated dispatcher service on not less than one hundred fifty-one (151) days during the preceding calendar year (1949).

"Effective with the year 1951, and thereafter, an annual vacation of two weeks (10 working days) with pay will be granted each dispatcher covered by the scope of the current agreement, who rendered compensated dispatcher service on not less than one hun-

reason of the specific provisions of Rule 6, Section (e), Item 4, of the current agreement, no payment is due in this case.

Not only is the carrier's position clearly sustained by the rule itself, but as pointed out above, committees representing the parties to other agreements with the same provisions have agreed that no payment was due in analogous cases.

CONCLUSION

The carrier asserts that it has established that the claim in this docket is without basis or merit, and therefore respectfully submits that it should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The principles involved in this claim with respect to governing rules are identical with those in Award 5500, and there appearing no material distinguishing facts of record, the Board holds that the Agreement was not violated and the claim should be denied.

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 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 5th day of October, 1951.