

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

(Western Lines)

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

(a) The Atchison, Topeka & Santa Fe Railway Company, hereinafter referred to as "the Carrier" violated the current Agreement between the parties to this dispute, particularly Article III, Sections 1 and 2, when it failed and refused and continues to fail and refuse to compensate Train Dispatcher J. C. Collins of its Clovis, New Mexico train dispatching office at the rate of time and one-half for overtime service performed by him at the orders and for the benefit of the Carrier on November 26, 1952.

(b) The Carrier shall now pay Train Dispatcher J. C. Collins at the overtime rate, trick train dispatcher rate, for service performed by him between 12:30 A. M. and 7:45 A. M., which was before his regularly assigned hours of 7:45 A. M. to 3:45 P. M., and for service from 3:45 P. M. to 3:55 P. M., which was after those regularly assigned hours on November 26, 1952, as is required by the Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the parties, bearing the effective date of September 1, 1949. A copy thereof is on file with your Honorable Board, and by this reference is made a part of this submission the same as though fully set out herein.

For ready reference and convenience of the Board, Article III, Sections 1, 2 and 5 of the Agreement are quoted in their entirety:

"ARTICLE III—HOURS OF SERVICE, OVERTIME AND CALLS.

BASIC DAY—Section 1. Eight (8) consecutive hours shall constitute a day's work.

OVERTIME—Section 2. Time worked under this Agreement in excess of eight (8) hours, continuous with, before or after, regular assigned hours will be considered overtime and paid for on

the agreement rules and should be denied in its entirety for the reasons heretofore set forth.

All that is contained herein is either known or available to the Employees and their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: On the record in this dispute it is clearly evident the Carrier is attempting to secure a rehearing of Award 6679 which it frankly admits the policy of the Third Division of the Board will not permit.

On this basis the instant claim must be sustained in accordance with Award 6679.

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

The Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1955.