

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

ERIE RAILROAD COMPANY

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

(a) The Erie Railroad Company, hereinafter referred to as "the Carrier", failed to comply with the requirements of Article 4 (c) of the current agreement when it refused and continues to refuse to pay Train Dispatcher R. Cisco, of its Jersey City, New Jersey office, for loss of the opportunity to perform train dispatcher service on the hours of his regular assigned position on Thursday, February 7th and Friday, February 8th, 1957, due to the fact that he was required by direction of proper authority to fill another assignment not acquired by him through exercise of the seniority provisions of the Agreement and which assignment did not include the hours of his regular assigned position on the days of this claim.

(b) By reason of its action as set forth in the above paragraph (a) of this claim, the Carrier shall now compensate Claimant R. Cisco for two days' pay at pro rata rate of trick train dispatcher for loss of opportunity to perform service on his regular assigned position, 11:00 P. M. to 7:00 A. M., Thursday, February 7 and Friday, February 8, 1957.

EMPLOYEES' STATEMENT OF FACTS: There is in effect an agreement between the parties, bearing the effective date of April 8, 1942, and amendments thereto. A copy of this agreement and revisions thereto 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.

This claim is based on the provisions of Article 4, Section (c), of the agreement, which reads as follows:

Neither this Division, nor any other Division of the National Railroad Adjustment Board, should ignore legislative direction. Consequently, the findings of Award 6817 should be affirmed.

The Carrier submits that for the reasons herein set forth, the claim should be denied.

All data contained herein have been presented to or are known to Petitioner.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant Shratt was required to work the first trick instead of his regular second trick assignment on the same day.

The question here is the interpretation of Rule 4(c), and is identical with that in Award 8984. We, therefore, conclude that the claim must be denied for the reasons stated in that Award, which we shall not here repeat.

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 there was no violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: F. P. Morse
Acting Secretary

Dated at Chicago, Illinois, this 21st day of September 1959.

DISSENT TO AWARD 8985—DOCKET NO. TD-9888

For the reasons set out in the dissent to Award 8984, a like dissent is filed herein.

R. C. Coutts
Labor Member—Third Division
N R A B

Chicago, Illinois
October 1, 1959

COMMENT ON DISSENT TO AWARD 8985

For comment upon the above Dissent see Comment on Dissent to Award 8984.

Howard A. Johnson, Referee