

Award No. 10330

Docket No. TD-9887

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

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

(a) The Missouri-Kansas-Texas Railroad Company, the Missouri-Kansas-Texas Railroad Company of Texas, hereinafter referred to as "the Carrier" violated the currently effective Agreement between the parties to this dispute, particularly Article 4, Section (f), when it failed and refused to compensate Train Dispatcher M. H. Epperson in accordance with the provisions of the second paragraph of Article 4, Section (f), when Train Dispatcher M. H. Epperson, on specified dates set forth herein, was required to exercise his seniority in the Parsons, Kansas train dispatching office and break-in on entirely new territory prior to assuming duties as a train dispatcher at that point.

(b) Carrier shall now compensate Train Dispatcher M. H. Epperson a day's pay at pro rata rate for each of the following dates: October 13, 14, 15, 17, 18, 19, 20, 22, 23, 25, 27, 28, 29, 30 and 31, 1956—total 15 days.

EMPLOYEES' STATEMENT OF FACTS: There is in effect an Agreement between the parties, effective June 19, 1937, on file with your Honorable Board and by this reference is made a part of this submission as though it were fully set out herein.

Article 4, Section (f) and Article 5, Section (j) which are particularly pertinent to the instant claim are quoted here for ready reference.

"ARTICLE 4—BASIS OF COMPENSATION

"(f) Loss of time on account of the hours of service law or in changing positions by the direction of proper authority shall be paid for at the rate of the position for which service was performed immediately prior to such change.

"Time lost in exercising seniority will not be paid for except in case of removal or abolishment of all or part of a dispatching office,

The railroad requests ample time and opportunity to reply to any and all allegations contained in submission and all pleadings of the employe or employes and the American Train Dispatchers Association.

Except as herein expressly admitted, the Missouri-Kansas-Texas Railroad Company and Missouri-Kansas-Texas Railroad Company of Texas deny each and every, all and singular, the allegations of the employe or employes and the American Train Dispatchers Association.

For each and all of the foregoing reasons, the Missouri-Kansas-Texas Railroad Company and Missouri-Kansas-Texas Railroad Company of Texas respectfully request the Third Division, National Railroad Adjustment Board, deny said claim and grant said Missouri-Kansas-Texas Railroad Company and Missouri-Kansas-Texas Railroad Company of Texas all other relief to which they or either of them may be entitled.

(Exhibits not reproduced).

OPINION OF BOARD: The Claimant is asking for breaking in pay for the position of Train Dispatcher at Parsons, Kansas. Claimant took over this position by exercising his seniority rights after he was displaced by his senior. There is no provision in Rule 4(f) or any other Rule cited by the employes that provides for breaking in pay.

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 Employe involved in this dispute are respectively Carrier and Employe 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1962.