



Award Number 17783
Docket Number TD-18436

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

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 III (b) when it declined to compensate H. T. Story (hereinafter referred to as "the Claimant") at the rate of time and one-half for eight (8) hours' service performed on his assigned rest day Saturday, June 15, 1968.
- (b) For said violation the Carrier shall now compensate the Claimant the difference between the daily rate of Assistant Chief Dispatcher which he has already been paid, and one and one-half times the daily rate of Assistant Chief Dispatcher to which he is entitled.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties, a copy of which is on file with this Board. By this reference said Agreement is incorporated herein and made a part of this submission, as though fully set out.

For the Board's ready reference Article III(b), the Agreement Rule primarily involved, is below quoted in full:

"ARTICLE III

(b) Service on Rest Days

Regularly assigned train dispatchers who are required to perform service on rest days assigned to their position will be paid at rate of time and one-half for service performed on either or both of such rest days.

Extra train dispatchers who are required to work as train dispatchers in excess of five (5) consecutive days shall be paid one and one-half times the basic straight-time rate for work on either or both the sixth or seventh days, but shall not have the right to claim work on such sixth or seventh days of work except to prevent a regularly assigned dispatcher working his assigned rest day or a junior extra dispatcher working the sixth or seventh day within a seven (7) day period."

Saturday, rest days Sunday and Monday, and during the period August 25th through September 1st he relieved Signal Maintainer York, whose work week was Monday through Friday, rest days Saturday and Sunday. The claim is for the difference between straight and overtime pay for the date of August 26 on the basis this was a rest day earned in the filling of Jacop's position.

'Rest days attach to positions filled, and since Jacop's position called for rest days of Sunday, August 25 and Monday, August 26, Claimant's work on the latter date was rest day work for which premium is due. This holding accords with the 40-Hour Week Agreement and prior awards of this Board.'

"In the instant case, Claimant Story was filling position with working days Tuesday through Saturday, rest days Sunday and Monday; when he was assigned to work Saturday, June 15, such day was one of the working days of the position on which he relieved, and he was paid accordingly at straight time rate of pay. The claim that he should be paid at overtime rate for work performed on Saturday, June 15, 1968, in lieu of payment already made at straight time rate, on the premise he was working rest day of his own assignment, is not sustained by the agreement, and claim is accordingly declined.

"In accordance with your request, we will arrange to discuss this case in our forthcoming conference."

OPINION OF BOARD: As indicated in Award 17782 the dispute herein was considered concurrently with the dispute covered by that Award.

As the Claimant observed the rest days of Assistant Chief Dispatcher Anderson's position on June 9 and 10, 1968, for which position he had applied, we find no basis under the Agreement for the claim for time and one-half rate for service performed on June 15, 1968, and the claim, will, therefore, be denied.

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 not violated.

A W A R D

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 13th day of March 1970.