

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21750
Docket Number TD-21001

Lloyd H. Bailer, 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 IV(h)(2) thereof in particular, when it refused to compensate:

(1) Extra Train Dispatcher R. L. Hughes, Jr. thirty (30) minutes actual travel time from the outlying point of Plant City, Florida to Tampa, Florida, on the respective dates of June 29, 30, July 1, 8, 13, 14, 15, 20, 21, 27, 30, 31, August 1, 2, 7, 8, 10, 13, 15, 16, 17, 20 and October 5, 1973 to protect extra train dispatcher service;

(2) Extra Train Dispatcher J. B. Serwe twenty (20) minutes actual travel time from the outlying point of Brandon, Florida, to Tampa, Florida on the respective dates of July 3, 4, 6, 9, 10, 11, 12, 13, 17, 18, 19, 20, 25, 26, 30, 31, August 1, 2, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, 31, September 1, 2, 4, 7, 10, 13, 14, 20, 21, 22, 23, 27, 28, 29 and 30, 1973 to protect extra train dispatcher service;

(3) Extra Train Dispatcher G. R. Driver thirty (30) minutes actual travel time from the outlying point of Plant City, Florida to Tampa, Florida on the respective dates of August 3, 10, 13, 14, and 17, 1973, thirty (30) minutes actual travel time from the outlying point of Plant City, Florida to Mulberry, Florida, on the respective dates of August 20, 21, 22, 23 and 26, 1973, and forty (40) minutes actual travel time from the outlying point of Balm, Florida to Mulberry, Florida on the respective dates of August 27, 28, 29, 30, September 10, 13, 14, 15, 16, 17, 20, 21, 22 and 23, 1973 to protect extra train dispatcher service.

(b) Because of the above violations, the Carrier shall now be required to compensate the individual claimant extra train dispatchers named above the amount of travel time specified in paragraphs (a)(1), (a)(2) and (a)(3) above at truck dispatcher's straight-time rate for each of the respective dates so specified.

OPINION OF BOARD: The parties, the issue, the Agreement language and the essential facts are the same as in our Award 20383, which denied the claim presented. In both cases the question involves an interpretation of Article IV (h)(2) of the parties' Agreement. The question is whether the pertinent Agreement provision requires the Carrier to compensate the claimants for actual time in traveling each day while going to perform an extra train dispatcher assignment that involves two or more consecutive days, as Petitioner contends; or for only the first day of such an assignment, as the Carrier contends.

We do not think Award 20383 is palpably erroneous. In the interest of consistency, we will follow said award.

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: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.