Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 33489
Docket No. TD-34074
99-3-97-3-614

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

(American Train Dispatchers Department/International
(Brotherhood of Locomotive Engineers
PARTIES TO DISPUTE: (
(Burlington Northern Santa Fe Railway

STATEMENT OF CLAIM:

"A. The Burlington Northern Santa Fe Railway Co. (Hereinafter referred to as 'the Carrier') violated the current effective agreement between the Carrier and the American Train Dispatchers Department, Brotherhood of Locomotive Engineers (hereinafter referred to as 'the Organization'), Article 18 in particular, when, on December 27 and 29, 1995, train dispatcher G. L. Braasch was not allowed to protect his assignment, at the direction of proper authority, and was denied the compensation owed him.

B. It is the position of the Organization that the Carrier must now compensate train dispatcher, G. L. Braasch eight (8) hours at the pro rata rate of pay for both of the dates December 27 and 29, 1995."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On December 4, 1995 Claimant accepted a 15-day suspension to take place between November 30 and December 14, 1995. In so doing he executed a document which provided, inter alia, that "I also understand that I must personally meet with you, Mr. Zimmerman, prior to my return to work."

On December 15, 1995 the Claimant did not work nor had he met with Zimmerman, although Zimmerman was available. Between December 16 and December 26, 1995 the Claimant did not work due to illness. When he reported for duty on the following day, he was not permitted to return because he had not yet met with Zimmerman. That meeting was then scheduled for December 29, 1995, and, following that meeting Claimant returned to work.

The Organization contends that the Carrier violated Article 18 which provides in relevant part "(l)oss of time on account of . . . changing positions by directions of proper authority, shall be paid for at the straight time rate of the position . . . ." In reply, the Carrier contends that the Claimant's loss of time was not due to ". . . directions of proper authority . . . ," but rather because of the Claimant's failure to comply with the conditions precedent for his return to work.

We agree with the Carrier in this matter. It was clear the Agreement imposed conditions were to be met before the Claimant was to return. Thus, it was the expectation of all that on December 15, 1995, or at some point before he returned to work, Claimant would meet with Zimmerman. Simply put, he failed to do so and the Carrier bore no responsibility for that failure and therefore was not responsible for the lost time either.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 22nd day of September 1999.