

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

THE GULF, COLORADO AND SANTA FE RAILWAY COMPANY

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

(a) The Gulf, Colorado and Santa Fe Railway Company, hereinafter referred to as "the Carrier," violated the currently effective Agreement between the parties to this dispute, including Article II, Sections 10-b and 14, when on Wednesday, June 8, 1955 it failed and refused to use senior unassigned Train Dispatcher R. E. Johnson, to fill a vacancy in relief position No. 1, scheduled to provide rest day relief for trick train dispatcher position No. 40, beginning 5:00 P. M., Wednesday, June 8, 1955 and instead filled that vacancy with Mr. J. W. Fewell, an unassigned dispatcher junior to Dispatcher R. E. Johnson.

(b) Carrier shall now compensate unassigned Train Dispatcher R. E. Johnson, a day's pay at trick train dispatcher pro rata daily rate for Wednesday, June 8, 1955, for its failure to use him on that day to fill a temporary vacancy occurring in relief position No. 1.

EMPLOYES' STATEMENT OF FACTS: There exists an Agreement between the parties to this dispute bearing an effective date of September 1, 1949, 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.

Attached hereto as Exhibit TD-No. 1 are rules contained in the Agreement effective September 1, 1949 which are pertinent to this dispute.

On May 1, 1955, subsequent thereto, embracing June 8, 1955, Carrier maintained in its Galveston, Texas, train dispatching office, seven (7) regular train dispatcher positions, included fully within the scope of the current Agreement, namely:

to submit such additional facts, evidence and argument as it may conclude are necessary in reply to the organization's ex parte submission or any subsequent oral arguments or briefs submitted by the petitioning organization in this dispute.

All that is contained herein is either known or available to the Employees or their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: On Wednesday, June 8, 1955, Claimant Johnson was on an uncompleted temporary assignment to Relief Position No. 2, from which he had displaced Dispatcher Fewell; but Claimant did not work that day because it was a rest day for that position.

Dispatcher Fewell was given a one day temporary assignment to Relief Position No. 1 for Wednesday, June 8, and the claim is that Claimant Johnson was entitled to the temporary assignment under Article II, Section 10-b, as "the senior qualified and available unassigned train dispatcher".

Award 8982 of this date is determinative of the present claim, since Claimant Johnson, being on one uncompleted temporary assignment, was not available for another.

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 the Carrier did not violate 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.