

**Award No. 10815**

**Docket No. TD-12252**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Preston J. Moore, Referee**

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**PARTIES TO DISPUTE:**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA  
(Texas and New Orleans Railroad Company)**

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

(a) The Texas & New Orleans Railroad Company, hereinafter referred to as "the Carrier" failed to comply with the requirements of the currently effective schedule agreement between the parties, specifically Rules 15 and 22 thereof, when it refuses, and continues to refuse, to compensate Train Dispatcher L. F. McClard, Houston, Texas, for loss of his right and opportunity to perform train dispatcher service on his regularly assigned position on Sunday, August 23, 1959; having been on that date directed and required to fill an assignment other than that acquired through exercise of seniority pursuant to Agreement rules.

(b) Carrier shall now be required to compensate Claimant L. F. McClard for one day at pro rata rate of trick train dispatcher.

**EMPLOYEES' STATEMENT OF FACTS:** There is in effect an Agreement, effective April 16, 1945, between the parties in this dispute. Said Agreement, and subsequent revisions thereof, are on file with your Honorable Board and are, by reference, made a part of this submission as though fully incorporated herein, and will, hereafter, be referred to as "the Agreement."

This claim is based on the provisions of Rule 15, Article V, and Rule 22, Article IX of the Agreement which provide:

**"RULE 15. Bulletins:**

"Vacancies or new positions of more than sixty (60) days duration shall be bulletined within five (5) days to all train dispatchers on the seniority district, who shall have five (5) days from date of bulletin in which to file applications. Application must be in writing and in duplicate, one copy to be returned to applicant as

Carrier avers that the rules cited by the employees do not support the claim and that the claim is based on a false premise. This being obviously true, Carrier submits that the claim is entirely devoid of merit and should be entirely denied.

All data presented herein has been made known to the petitioner, either orally or by correspondence in the handling of this claim on the property.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This is a dispute between The American Train Dispatchers Association and The Texas and New Orleans Railroad Company.

Claimant McClard was regularly assigned as a relief train dispatcher. His regular assignment on Sunday, August 23, 1959, was from 7:45 A. M. until 3:45 P. M. on the "MLT District" of the Lafayette Division. The regularly assigned train dispatcher on the "LW District" Lafayette Division, was unable to work his assignment, 7:45 A. M. until 3:45 P. M. on Sunday, August 23, 1959. No extra train dispatchers were available. The only other regularly assigned train dispatcher available was familiar with the "MLT District" but not with the "LW District". So, Claimant McClard was assigned to work the assignment on the "LW District".

Claimant McClard now brings this claim for loss of his right and opportunity to perform train dispatcher service on his regular assigned position on Sunday, August 23, 1959.

We are of the opinion that the facts in this case are the same as in Award 8984 (Johnson). We believe it unnecessary to write a lengthy opinion. Referee, Johnson in Award 8984 fully expressed our views. This award dealt with all awards in this area. Awards 2742 and 7403 are not in point. Awards 3097 and 6340 were overruled.

We adopt the language and the decision of Award 8984.

For the foregoing reasons we believe there was no violation of the Agreement.

**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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1962.