

**Award No. 4371**  
**Docket No. 4356**  
**2-AT&SF-EW-'63**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers)**

**ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY  
(Coast Lines)**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the terms of the current Agreement, Electronic Technician J. M. Moses was unjustly dealt with and the terms of the Agreement were violated when the Carrier refused to assign Mr. Moses his rightful turn of overtime on November 24, 1960 (Thanksgiving Day).
2. That accordingly the Carrier be ordered to:
  - (a) Compensate Mr. Moses for eight (8) hours at his regular time and one/half rate, and
  - (b) to take the necessary steps and provisions to alleviate the discrepancies of overtime at their 8th Street Coach Yard Radio Shop in Los Angeles, and
  - (c) to comply with the provisions of Rule 10(b) of the current Agreement in the future.

**EMPLOYEES' STATEMENT OF FACTS:** Electronic Technician J. M. Moses, hereinafter referred to as the claimant, is a regular hourly rated employe of the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the carrier, at their 8th Street coach yards radio shop in Los Angeles, California. The claimant is a non-licensed Electronic Technician. The claimant's work week is Monday through Friday with Saturday and Sunday as rest days. His duties consist of checking, repairing, removing and replacing of radio and music equipment on engines, passenger cars and cabooses.

On Thursday, November 24, 1960, (Thanksgiving Day) the claimant was denied the right to work his regular position on an overtime basis, yet a li-

one-half rate of pay, contrary to the well known and firmly established principle of this and other Divisions of the National Railroad Adjustment Board that the proper compensation for work not performed is the pro rata rate.

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In conclusion, the carrier respectfully reasserts that the employees' claim in the instant dispute is entirely without support under the governing agreement rules and should be denied in its entirety for reasons previously set forth herein.

**FINDINGS:** The Second 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.

The instant dispute involves the same principle and parties and essentially the same factual situation as in Award No. 4370 and the Board holds that Award to be controlling. Accordingly, the claim is denied.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December, 1963.