

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

**Ernest M. Tipton, Referee**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY**

**Joseph B. Fleming and Aaron Colnon, Trustees**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on The Chicago, Rock Island & Pacific Railway, that the Carrier violates the terms of the Telegraphers' Agreement by requiring the agent-telegrapher at Morris, Illinois, a three shift office, to work one hour overtime each day, except on Sundays, since June 10, 1945, without pay at the overtime rate, and by requiring the ticket agent-telegrapher at El Reno, Oklahoma, a two shift office, to work one hour overtime daily June 30, 1940, through April 20, 1941 and August 3, 1941, through June 13, 1942, without pay at the overtime rate; and that all employees assigned to the said positions during the periods mentioned shall be compensated at the overtime rate for all time required to work in excess of eight hours on any day.

**EMPLOYES' STATEMENT OF FACTS:** An agreement bearing date January 1, 1928, as to rates of pay and working conditions is in effect between the parties to this dispute. The position of agent-telegrapher at Morris, Illinois, and the position of ticket agent-telegrapher at El Reno, Oklahoma, are covered by said agreement.

**MORRIS, ILLINOIS**

Prior to January 4, 1942, the force of employees under the telegraphers' agreement at Morris, Illinois, was arranged as follows:

- Agent, exclusive, not required to telegraph. No assigned hours.  
No Sunday work.
- 1st trick telegrapher, hours 7:00 A. M. to 3:00 P. M. daily, Sunday included;
- 2nd trick telegrapher, hours 3:00 P. M. to 11:00 P. M. daily, Sunday included;
- 3rd trick telegrapher, hours 11:00 P. M. to 7:00 A. M. daily, Sunday included.

The force thus arranged constituted a one shift office for the agent, and a three shift office for the telegraphers, under the provisions of Article 4(a) and (g) of the telegraphers' agreement

The exclusive agent, (not required to telegraph), was paid on the monthly basis, and the position was marked in the wage scale by an asterisk

these particular claims, we have offered to the employees settlement on basis of the payment of one-half time for any hours beyond eight per day that telegraphing is performed by monthly rated agents, and we were further agreeable to use a divisor of 243 hours per month to determine the hourly rate for the payment of this one-half time beyond eight hours for such telegraphing. This is on the basis that the monthly rate, as per Article 1(a) already covers the additional time at pro-rata basis, i. e., it is time comprehended by the monthly rate. The employees refused this offer.

It is true that neither of these employees are at present working as great a number of hours as contemplated by the monthly rate, but we have, nevertheless, not made any adjustments downward in those rates.

On basis of the above evidence, it is our position the claim is without merit and should be denied.

**OPINION OF BOARD:** The effective date of the Agreement is January 1, 1928. Under this Agreement the agents at Morris, Illinois and El Reno, Oklahoma, are designated by an asterisk (\*). The agents at these places originally did not perform any telegrapher's work and were paid a monthly salary for all work they performed. Later the agents were required to do telegraphers' work and at the time mentioned in the claim they did work nine hours a day.

Claimants contend that when they did telegraphers' work their positions were changed from a supervisory agent to agent-telegrapher and they should be compensated at time and one-half for all work over eight hours. To sustain their claim, they rely upon the following rules: Scope, Article 1(a), Article 3(a), 3(b), Article 4(a), 4(b), 4(c), 4(f), 4(g), and 4(j).

The Scope Rule reads:

"The following rules and rates of pay will govern the employment of telegraphers, telephone operators (except switchboard operators), printer operators, agents, agent-telegraphers, agent-telephoners, towermen, levermen, tower and train directors, block operators and staff men employed upon the lines of these railways as shown in this schedule and are herein referred to as telegraphers."

Article 1(a) reads:

"HOURLY BASIS OF PAY. All employees herein specified shall be paid on the hourly basis, except positions designated by an asterisk (\*) will be paid monthly rate as full compensation for all services rendered."

The other rules relied upon by the Claimants deal with overtime, starting time, etc.

The effect of the Claimants' contention is that because they are required to perform telegraphers' work they are removed from the exceptions contained in Article 1(a). To this we do not agree. Article 1(a) provides that positions designated by an asterisk (\*) will be paid monthly rate "as full compensation for all services rendered." It does not say the occupants of these positions will perform only certain work, or work only certain hours.

The mere fact that in the list of stations that all asterisked positions were listed as agents in no wise affects this plain language of Article 1(a). These Claimants are still paid a monthly salary and are not entitled to overtime pay.

**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: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 7th day of January, 1947.