

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY — PACIFIC LINES

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on Southern Pacific Company, Pacific Lines, that F. G. Bourguignon, R. C. Sheldon, W. H. Gutshall, E. R. Molina and A. Hytner, telegrapher-towermen, Burbank Junction, California, Los Angeles Division, be compensated for two hours at pro rata rate of pay each day, May 10 and 26, and June 10 and 26, 1944, account required to leave their station and go to another point to receive their pay checks, as provided by Rules 35 and 41 of the Telegraphers' Agreement effective September 1, 1927.

EMPLOYEES' STATEMENT OF FACTS: Telegrapher-towermen F. G. Bourguignon, R. C. Sheldon, W. H. Gutshall, E. R. Molina and A. Hytner, employed at Burbank Junction Tower, California, Los Angeles Division, milepost 471.6, were required, prior to July 10th, 1944, to leave their station and go to Burbank Station, milepost 472.1, twice each month to obtain their semi-monthly pay roll vouchers. All Claimants filed claim for two hours' pay at pro rata rate for May 10th and 26th and June 10th and 26th, 1944, under Rules 35 and 41 of Telegraphers' Agreement dated September 1, 1927, these claims being denied by the Carrier.

POSITION OF EMPLOYEES: Claim is presented under Rules 35 and 41 of the Telegraphers' Agreement dated September 1, 1927.

"RULE 35.

Pay Checks

Telegraphers required by the Company to leave their stations to go to other points to receive their pay checks will be paid for time consumed at pro rata hourly rate with minimum of two hours."

This rule is very concise in its language and is not subject to misinterpretation. The Carrier admits the Claimants were required to leave their station, Burbank Junction Tower, and go to Burbank Station to receive their pay roll vouchers. See Exhibits "B," "F" and "G."

"RULE 41.

Defining Stations

Location of telegraphers for service will be considered as "stations" within the meaning of this agreement."

All data herein submitted have been presented to the duly authorized representatives of the employees and are made a part of the particular question in dispute.

The carrier reserves the right if and when it is furnished with the submission which may have been or will be filed ex parte by the petitioner in this case to make such further answer as may be necessary in relation to all allegations and claims as may be advanced by the petitioner in such submission, which cannot be forecast by the carrier at this time and have not answered in this, the carrier's initial submission.

OPINION OF BOARD: Claimants were assigned to positions at Burbank Junction Tower and were required to go to Burbank Station to receive their pay checks. The distance between the two points is .5 of a mile. Claim for two hours' pay at the pro rata rate is made for each trip thus required to be made. The Organization relies upon Rules 35 and 41, current Agreement. The rules provide:

"Telegraphers required by the Company to leave their stations to go to other points to receive their pay checks will be paid for time consumed at pro rata hourly rate with minimum of two hours." Rule 35, current Agreement.

"Location of telegraphers for service will be considered as 'stations' within the meaning of this agreement." Rule 41, current Agreement.

Clearly, the Claimants are entitled to pay for their time in being required to go to Burbank Station for their pay checks, with a minimum allowance of two hours for each trip. The fact that the stations are in the same yard or city is not a controlling factor within the meaning of the quoted rules. The language of these two rules is plain and unambiguous. If the parties had meant that it did not apply to stations within the same yard or city it would have been a simple matter to have said so. The language being clear and definite as to its meaning, we are obliged to enforce it as made.

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 parties waived oral hearing thereon;

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 violated as charged.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 25th day of April, 1947.