

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter—Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Railway System that:

(a) the Carrier has violated and continues to violate the provisions of the Telegraphers' Agreement when and because it **allegedly** established a four-day-per week telegrapher-printer operator position, viz., Mondays, Wednesdays, Thursdays and Fridays, in its "GM" Office, Washington, D. C., and has required and continues to require the incumbent of the said telegrapher-printer operator position (F. E. Devers) to vacate that position on Tuesdays (the 5th day) for the purpose of performing restday service on the Assistant Wire-Chief position in the same office, which position is regularly assigned to F. R. McAllister; and

(b) in consequence thereof the Carrier shall pay to F. R. McAllister eight (8) hours at time and one-half rate for each Tuesday that the incumbent of the telegrapher-printer operator position has been or may be required to vacate his position to perform restday service on the Assistant Wire-Chief position.

EMPLOYEES' STATEMENT OF FACTS: An Agreement bearing effective date of September 1, 1949, by and between the parties and referred to herein as the Telegraphers' Agreement, is in evidence; copies thereof are on file with the National Railroad Adjustment Board.

"GM" telegraph office is located in Washington, D. C. and the following persons are there employed in the manner indicated below:

A. L. Collins	Manager	Outside of Telegraphers' Agreement
F. R. McAllister	Asst. W.C.	8 A. M.-4 P. M. Rest days Mon. & Tue.
R. G. Kornegay	2nd Trick W.C.	4 P. M.-12 M. Rest days Sat. & Sun.
J. A. Kieper	3rd Trick W.C.	12 M.-8 A. M. Rest days Thur. & Fri.
C. C. Arnall	Relief W.C.	* Rest days Tue. & Wed.
F. E. Devers	Telegrapher	8 A. M.-4 P. M. Rest days Sat. & Sun.
W. Logan	Printer-Opr.	10 A. M.-6 P. M. Rest days Sat. & Sun.
Hilda Chambers	Printer-Opr.	4 P. M.-12 M. Rest days Sat. & Sun.
A. S. Morris	Telgr. Printer-Opr.	11 A. M.-7 P. M. Rest days Sat. & Sun.
McNeeley	Printer-Opr.	8:30 A. M.-4:30 P. M. Rest days Sun. & Mon.

* Relieves wire-chief positions five (5) days.

was designed specifically to take care of situations such as here involved. I believe you will agree, after giving this matter further consideration, that the claim is entirely without foundation, is not supported by the rules, and should be withdrawn.

For the reasons set forth above, the claim is respectfully declined."

There is no basis under the rules of the applicable agreement for the contention that the carrier is required to work claimant F. R. McAllister six days a week under the circumstances existing in this case. The last paragraph of Rule 17 of the agreement reads:

"While it is the intent of this rule that, where practicable, employees will be relieved on their rest days, it is understood that an employee may be required to work on his rest days subject to the provisions herein set forth with respect to pay for work performed on such rest days."

Also, Rule 6, Paragraph 1 (Revised effective September 1, 1949) provides:

"Regular assigned employees shall receive eight (8) hours' pay within each twenty-four (24) hour period, according to location occupied or position assigned, if ready for service and not used, except on assigned rest days and specified holidays." (Underscoring added.)

From the handling given this case on the property, it is evident that the organization is completely disregarding the fact that all necessary relief work in the relay office has been assigned, and that the position of assistant wire chief is filled by Mr. Devers each Tuesday as one of the days constituting his five-day assignment, which is strictly in accordance with the provisions of Rule 4(e) of the agreement.

The allegation made by the organization, that the carrier is requiring Mr. Devers to vacate his position on Tuesday to perform rest day service on the assistant wire chief position, is clearly erroneous. The fact of the matter is that the assistant wire chief and wire chiefs in the relay office are telegrapher-printer operators and normally spend practically all of the time of their respective assignments in the performance of telegrapher-printer operator duties. They are head or chief operators, and they receive a higher rate of pay than that of telegrapher because they test wires when necessary. Time spent in wire testing is relatively insignificant in comparison with time they consume as telegrapher-printer operators. In other words, the very small amount of time spent in wire testing is not in addition to but in lieu of a similar amount of time which would otherwise be spent working printers or telegraph wires. Wire chiefs perform virtually the same duties as telegrapher-printer operators and have common seniority with telegraphers in the relay telegraph office.

Carrier calls attention to the fact that at no time during the handling of this claim on the property did the organization cite any rule or provision of the agreement in support of its contention that carrier violated the agreement.

Claim asserted by the organization is without merit and is not supported by any rule or provision of the agreement. Carrier respectfully requests that the Board so hold and the claim be denied.

All relevant facts and pertinent data used by the carrier in this case have heretofore been made known to the employee representatives.

OPINION OF BOARD: At its "GM" relay office in Washington, D. C., Carrier has established three wire chief assignments around the clock on a

seven day basis. It also established one telegrapher-printer operator and three printer operator assignments on six day positions, three of which worked Monday through Friday and one Tuesday through Saturday. One regular wire chief relief assignment of five days was established leaving one tag end rest day (Tuesday) unfilled. The Carrier established a regular assignment of telegrapher-assistant wire chief consisting of one day (Tuesday) on which the occupant relieved the assistant wire chief on one of his rest days and four days on which he worked as a telegrapher. The Organization contends that this latter assignment held by F. E. Devers is violative of agreement provisions and claims reparations on behalf of the regularly assigned assistant wire chief for work lost on his Tuesday rest day during the period of the violation.

The record clearly shows that the wire chiefs, telegraphers and printer operators do practically the same work. All send and receive messages in approximately the same volume. The only difference in their work is that wire chiefs are sometimes required to test lines. The wire chiefs, telegraphers and printer operators are all within the scope of the telegraphers craft, are within the same seniority district, are on the same seniority roster and are qualified to perform any of the work here involved.

The Organization contends, however, that Devers is required to work a four day assignment as a telegrapher and is thus required to perform the work of an extra man in relieving the assistant wire chief on his Tuesday rest day. The Carrier asserts that Devers is assigned four days as a telegrapher and one day as a relief assistant wire chief and that such an assignment is authorized by Rule 4(e), current Agreement. That rule states in part:

“Regular Relief Assignments—All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.”

The assignment here questioned was clearly made pursuant to the foregoing rule and is authorized by it. There was no blanking of any day of the assignment as contended by the Organization. The occupant had a work week of five days with two rest days. He was assigned to perform relief work on a certain day (Tuesday) and such types of other work on other days (Monday, Wednesday, Thursday, Friday) as may be assigned under the Telegraphers' Agreement. The rules governing the staggering of work weeks and the assignment of rest day work is fully discussed in Award 6946. The assignment here questioned was clearly within the purview of Rule 4(e). It is also consistent with the rules permitting the staggering of work weeks and the methods provided for assigning necessary rest day work.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of April, 1955.