

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Louisiana and North West Railroad, that:

1. Carrier violated the terms of the Telegraphers' Agreement when on each Wednesday, July 20, 27, August 3 and 10, 1955, it caused, required or permitted Agent A. O. Ford, at Homer, Louisiana, to work only four hours of his eight hour assignment on each of such dates for which it compensated him for only four hours at pro rata rate instead of eight hours at pro rata rate to which he was entitled on each of such dates; and Carrier further violated the Agreement when on each Saturday (one of Claimant's rest days), July 23, 30, August 6 and 13, 1955, it caused, required or permitted Agent Ford to work four hours for which it compensated him for only four hours at pro rata rate instead of a minimum of eight hours at time and one-half rate for each such Saturday as required by the Agreement; and,

2. Carrier shall be required to compensate Agent Ford for four additional hours in each of the Wednesdays as set forth in (1) above (16 hours) at pro rata rate; and for each of the Saturdays set forth in (1) above Carrier shall be required to compensate Agent Ford for eight hours at time and one-half rate, less four hours at pro rata rate already allowed for each of such Saturdays.

EMPLOYEES' STATEMENT OF FACTS: From September 1, 1949, until on or about July 15, 1955, Carrier maintained 6-day agency service at Homer, Louisiana, by assigning the two employees under the Telegraphers' Agreement at that station to work as follows:

Agent—8:00 a.m. to 5 p.m., one hour off for meals, 5 days a week,
Monday through Friday, with Saturday and Sunday as rest days.

Telegrapher-Clerk—8:00 a.m. to 5:00 p.m., one hour off for meals,
5 days a week, Tuesday through Saturday, with Sunday and Monday as rest days.

On or about July 15, 1955, without conference or agreement, Carrier abolished the position of telephoner-clerk at this station and, in order to

OPINION OF BOARD: From the record in this case it is quite clear that Carrier's action prior to the filing of the instant claim, while done to accommodate the personal wishes of the claimant, was in violation of the applicable agreement.

When the Organization filed a claim, the Carrier instantly applied the Agreement in a proper manner.

For these reasons we will sustain part 1 of the claim to the extent that Carrier's action, for whatever reason, was in violation of the Agreement.

We will sustain part 2 of the claim only to the extent of awarding claimant four (4) hours' pay at pro rata rate for each of the four Wednesdays covered by the claim.

Because there is no showing that under a proper application of the Agreement claimant would have been required to work on Saturdays, we will deny the balance of part 2 of the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived hearing on this dispute; and

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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.

AWARD

Part (1) of claim is sustained.

This portion of part (2) of claim: "Carrier shall be required to compensate Agent Ford for four additional hours on each of the Wednesdays as set forth in (1) above (16 hours) at pro rata rate;" is sustained. Balance of part (2) of claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 13th day of June, 1958.