

Award No. 8870
Docket No. TE-8516

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Norris C. Bakke, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. The Carrier violated the agreement between the parties when it failed and refused to properly compensate:

J. D. Drane	Liberty Center, Ohio
R. G. Greene	Brisbane, Illinois

for February 22, 1955, a holiday; and failed and refused to properly compensate:

R. E. Bridges	Shops (Springfield), Illinois
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for May 30, 1955, a holiday; and

2. Carrier shall now be required to compensate named claimants for eight (8) hours at the pro rata rate applicable to their respective positions in accordance with the provisions of the August 21, 1954 Agreement.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties to this dispute are by reference thereto made a part of this submission.

The claims, as set forth herein, arose out of Carrier's failure or refusal to properly compensate telegraphers J. D. Drane, Liberty Center, Ohio; R. G. Greene, Brisbane, Illinois, for February 22, 1955, a holiday; and R. E. Bridges, Shops (Springfield, Illinois), for May 30, 1955, a holiday, in accordance with the provisions of Article II, Section 1 and 3 of the August 21, 1954 Agreement.

Extra telegrapher J. D. Drane was, on February 22, 1955, the date of violation, the holder of a temporary assignment of Agent-Telegrapher at Liberty Center, Ohio. The position had assigned hours of 6:00 A. M. to 3:00 P. M. with one hour lunch. A work week of Monday through Friday with Saturday and Sunday as rest days.

OPINION OF BOARD: The employees are seeking to have each "extra" telegrapher included in the term "Regularly assigned * * * employee" as that term is used in Section 1 Article II of the 1954 National Agreement reading as follows:

"Section 1. Effective May 1, 1954, each **REGULARLY ASSIGNED HOURLY AND DAILY RATED EMPLOYEE** shall receive eight hours' pay at the pro rata hourly rate of the position to which **ASSIGNED** for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas Day"
Fourth of July	

(Emphasis ours.)

This claim is based upon a proposed rule to amend the rule just quoted submitted by its Employees to the Carrier in a Section 6 notice on May 22, 1953. In the negotiations that followed the proposal failed of approval. The matter is now pending on a national agenda.

Pending further developments this claim must be denied, because we have no authority to re-write the rule.

Carrier did not violate the agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the 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 Carrier did not violate the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois this 1st day of July, 1959.