

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Michael J. Stack, Jr., 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, that:

1. Carrier violated the Telegraphers' Agreement when it required R. D. McFarland, regular assigned relief clerk-telegrapher at Coapman, Illinois, to suspend work during the regular hours on his assigned position on January 16 and 17, 1957, and to work the first shift clerk-telegrapher, Coapman, Illinois.

2. Carrier shall compensate R. D. McFarland for the difference between the pro rata rate he was paid and the time and one-half rate of pay to which he was entitled for January 16 and 17, 1957, when he was required to work the first shift position outside his assigned hours at Coapman, Illinois.

EMPLOYES' STATEMENT OF FACTS: Claimant R. D. McFarland was the regularly assigned rest day relief clerk-telegrapher at Coapman, Illinois. His relief assignment, with assigned hours, is programmed as follows:

First Shift	Sunday and Monday	8:00 A. M. to 4:00 P. M.
Second Shift	Tuesday	4:00 P. M. to 12 Midnight
Third Shift	Wednesday and Thursday	12 Midnight to 8:00 A. M.

Assigned rest days — Friday and Saturday

Mr. W. A. Booth is the regularly assigned first shift clerk-telegrapher at Coapman, Illinois. His assigned work-week begins on Tuesday, with rest days of Sunday and Monday. His assigned hours are 8:00 A. M. to 4:00 P. M.

On Wednesday, January 16, and Thursday, January 17, 1957, the Carrier removed R. D. McFarland from his position as third shift clerk-telegrapher and assigned him to work the first shift clerk-telegrapher position owned by Mr. W. A. Booth.

Mr. W. A. Booth retired from the service of the Carrier on January 15, 1957. The position of first shift clerk-telegrapher at Coapman was bulletined

CONCLUSION

Carrier has shown that:

(a) The effective Telegraphers' Agreement was not violated as alleged and the monetary demand is not supported by any provision contained therein.

(b) The complained of action in utilizing Clerk-Telegrapher McFarland on the 8:00 A.M. to 4:00 P.M. shift at Coapman, Illinois, rather than the 12 Midnight to 8:00 A.M. shift was in accordance with the former accepted practice under the agreement in evidence. This is confirmed by Rule 44 and affidavits attached hereto.

(c) Claims identical in principle have been denied by prior Board awards.

Claim being without any basis, the Board cannot do other than make a denial award.

All evidence here submitted in support of Carrier's position is known to employe representatives.

Carrier, not having seen the ORT's submission, reserves the right after doing so to make reply thereto.

(Exhibits not reproduced.)

OPINION OF BOARD: This case is the same in all material respects as in Docket No. TE-10302, Award No. 11970. We adopt the opinion therein as determinative of the issues in this case.

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 Employes involved in this dispute are respectively Carrier and Employes 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December 1963.