

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Michael J. Stack, Jr., Referee**

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**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 Company, that:

1. Carrier violated the Agreement when it required W. R. Ward, the regularly assigned occupant of first trick Greeneville, Tenn., to work the Agency at Greeneville, and now refuses to pay Mr. Ward for days worked in accordance with the Telegraphers' Agreement.

2. Carrier shall now pay Mr. W. R. Ward eight (8) hours at time and one-half rate of pay of the Station Agents position Greeneville, Tenn., for work performed on Station Agent's position, June 6 and 13, 1960, less any amount paid for performing work on the above dates at pro rata rate of pay.

**EMPLOYES' STATEMENT OF FACTS:** Claimant W. R. Ward is a regular assigned occupant of the first shift Greeneville, Tennessee, Clerk-Telegrapher position. He had an assigned work week of Tuesday through Saturday, with assigned rest days of Sunday and Monday. In his work week beginning May 31, Claimant Ward worked Tuesday, May 31, through Saturday, June 4. On Saturday, June 4, Chief Dispatcher R. S. McGaughey instructed Claimant Ward to relieve the Agent beginning Monday, June 6, 1960. This assignment was made without any request by Claimant Ward. Claimant Ward carried out his instructions and worked the Station Agent's position starting Monday, June 6, 1960. During the two-week period Claimant Ward was required to work his regular assigned rest days—Monday, June 6, and Monday, June 13. The Carrier paid Claimant Ward eight hours at the straight time rate for the two days in question, June 6 and June 13. Claim was made for the difference between the straight time rate and the time and one-half rate. Claim was appealed to the highest officer designated by the Carrier, and declined by him. Claim is now properly before your Board for final adjudication.

The evidence of record does not support petitioner's contention that the agreement was violated, nor does it support the claims for pay. For the reasons set forth herein, the claims should be denied in their entirety, and carrier respectfully requests that the Board so decide.

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

(Exhibits not reproduced.)

**OPINION OF BOARD:** Claimant was the regular assigned incumbent of first shift Clerk-telegrapher position at Greeneville, Tennessee. His assigned workweek was Tuesday through Saturday and rest days of Sunday and Monday. During the workweek commencing May 31, 1960, Claimant worked on his regular assignment, the five assigned workdays, Tuesday through Saturday.

Commencing Monday, June 6, 1960, Claimant was assigned to relieve Agent, Greeneville, for vacation. It is contended that he should have been paid at time and one-half rate for services performed on June 6 and 13 (Mondays), on the grounds that these were assigned rest days of his regular assignment.

The Board has had occasion to determine this precise question in Awards 9487 (Rose) and 10640 (LaBelle). The principles of construction of the applicable rules therein set forth are controlling here.

Claimant was entitled to time and one-half rate for services performed on June 6, 1960, because he had earned rest days of June 5 and 6, by working the five workdays on his regular assignment, May 31 to June 4, inclusive. On moving to the position of Agent, he took the rest days of that position rather than his own, consequently, the claim for time and one-half rate on June 13, 1960 is not valid.

**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

Agreement violated on June 6, 1960, but not violated on June 13, 1960.

#### AWARD

Claim for time and one-half rate for services performed on June 6, 1960, sustained (less amount heretofore paid); claim account June 13, 1960, 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.