

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD CO.

DISPUTE.—“Telegrapher W. H. Ashton claims payment for one hour at pro-rata rate account shortage in payment made to him for services performed Sunday, October 8, 1933.”

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

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Telegrapher Ashton was employed in Spokane, Washington Relay Office of the Carrier with week-day assigned hours 5:30 A. M. to 1:30 P. M., and on Sundays and Holidays from 5:30 A. M. to 9:30 A. M.

On October 7, 1933, Telegrapher Ashton was instructed by proper authority to remain on duty Sunday, October 8, 1933, until a certain special train had arrived and “reported.” Said train arrived at Spokane at 1:20 P. M. and departed at 2:02 P. M. on October 8th, and complainant Telegrapher Ashton’s compensation claim is computed thus:

5:30 A. M. to 7:30 A. M.-----	2 hours at overtime rate
7:30 A. M. to 1:30 P. M.-----	6 hours at pro rata rate.
1:30 P. M. to 2:15 P. M.-----	45 minutes at overtime rate.

An agreement (bearing effective date December 1, 1927) exists between the parties governing wages and working conditions of employees therein designated, from which Agreement complainant party cites and relies upon the following rule 7, to wit:

“Employees will be excused from Sunday and Holiday duties as much as the conditions of business will permit.

“Time worked on Sundays and the following holidays, namely, New Year’s Day, Washington’s Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday), shall be paid for at the regular hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

“When notified or called to work on Sundays and the above specified holidays a less number of hours than constitute a day’s work within the limits of the regular week day assignment, employees shall be paid a minimum allowance of two (2) hours at overtime rate for two (2) hours’ work or less, and at the regular hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week day assignment shall be paid for in accordance with overtime and call rules.”

It is shown that the time worked by Telegrapher Ashton beyond his regular assignment on Sunday, October 8, 1933, was an indefinite period of time which may have terminated in an aggregate of less than “the entire number of hours constituting the regular week day assignment”, wherefore, the described Sunday services of Telegrapher Ashton on the said date were brought within the meaning of the rule cited.

AWARD

Claim sustained.

By Order of Third Division:

Attest:

NATIONAL RAILROAD ADJUSTMENT BOARD.

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 22nd day of March 1935.