

Award No. 5275

Docket No. TE-5016

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Hubert Wyckoff, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Illinois Central Railroad Company that the Carrier is in violation of the provisions of the existing agreement:

- (1) When it requires the operator at East Dubuque, Illinois, assigned hours 8:00 A. M. to 5:00 P. M. to relieve the agent at East Dubuque on his assigned rest day by assuming and performing the duties of the agent at East Dubuque, assigned hours 8:00 A. M. to 5:00 P. M., in addition to his own duties each Saturday beginning with the first Saturday in September 1949, which duties are normally performed by the agent at East Dubuque, 8:00 A. M. to 5:00 P. M., Monday through Friday, inclusive, and,
- (2) Beginning with the first Saturday that the violation cited in paragraph 1 was placed in effect and continuing until the violation is corrected the Carrier shall compensate the senior available extra employe at the straight time rate with a minimum of eight hours, or if no extra employe is available then the Carrier shall compensate the employe who occupies the position of agent at that point Monday through Friday for eight hours at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties dated June 1, 1939, amended as to rates of pay on various dates, amended as to rules covering working conditions on various dates the next previous amended rules being those contained in Memorandum No. 5, signed at Chicago, Ill., July 18, 1949.

At East Dubuque Station, Ill., the Organization represents the occupants of the positions of,

1. Agent operator
2. Operator-Ticket Clerk

both being hourly rated positions. Prior to September 1, 1949 both positions worked daily Monday through Saturday, inclusive, with the same assigned hours. The Operator Ticket Clerk worked one call on Sunday, 10:00 A. M. to 12:00 noon for which he was compensated for 3 hours at the time and

making of these rules that the work covered by the agreement will be combined wherever and whenever possible to insure a forty-hour week to the employees.

(b) It is not a violation of paragraph (e) of Rule 19, Section 1 of the existing agreement in not establishing relief positions where there is not sufficient duties or work to justify it.

(c) It is not a violation of paragraph (b) of Rule 19, Section 3, of the existing agreement to assign monthly rated employees work to fill out their time on the sixth day of their weekly assignment because the agreement provides that such employees may be used on the sixth day of the work week to the extent needed without additional compensation.

(Exhibits not reproduced.)

OPINION OF BOARD: This case differs somewhat on the facts from those in Awards 5271, 5272, 5273, 5274. Here at East Dubuque only two positions existed, Agent and Operator, both hourly rated positions.

Prior to September 1, 1949, both positions worked six days, Monday through Saturday, with the same assigned hours. The Agent did not work Sunday; and the Operator worked one Call on Sunday.

On September 1, 1949, the work week was staggered: the two regular assigned rest days of the Agent were Saturday and Sunday, and of the Operator Sunday and Monday. But one regular assigned relief position was established to perform the service of the Operator on Monday; and the Operator was assigned to perform the service of the Agent on Saturday and the Call on Sunday.

What we held in Award 5271 about the requirements of the Rule for the establishment of all possible regular relief positions applies with the same force here. Both the Agent position and the Operator position are 6-day positions according to the Carrier's method of assignment. We express no opinion on the question whether the nature and extent of the Agent's duties on Saturdays could be discharged with a Call, as the Operator's seem to be on Sundays.

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 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 the Agreement was violated.

AWARD

Claim sustained at the pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 20th day of March, 1951.