

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Order of Railroad Telegraphers on the Pennsylvania Railroad, that the Agreement was violated when the position of Printer Operator second trick was combined with the Assistant Wire Chief's position on September 6, 1954, Labor Day, in "BAL-11" Baltimore. Both positions are bulletined to work on Holidays. One position cannot be abolished and combined with another position on Holidays, if the work remains to be performed, as in this case. Rule 5-F-1 contemplates that the work must be abolished and not performed if the regular bulletined position is excused from working on that day. Claim is made that Printer Operator J. J. Wenderoth be paid, in addition to the regular day's pay entitled to under the new Agreement, and a day's pay at time and one-half, which he would have received had he been properly worked on this day.

EMPLOYEES' STATEMENT OF FACT: The Rate Schedule in the applicable Agreement, Page 98 shows the following positions in "B" Office, Baltimore, Md. and designated as BAL-11 office call:

Location	Office Call	Trick	Position	Hourly Rate of Pay
Baltimore, Md.	BAL-11	1st	*Wire Chief	\$345.14 Mo.
Baltimore, Md.	BAL-11	2nd & 3rd	Asst. Wire Chief	2.007 Hr.
Baltimore, Md.	BAL-11	1st, 2d, 3rd	Printer-Operator	1.89 Hr.

The 2nd trick Printer Operator's position BAL-11 is bulletined to work Monday to Friday including the holidays, with rest days Saturdays and Sundays. Up to Labor Day, September 6, 1954 the Printer Operator position on the 2nd trick worked all holidays if the holiday fell on one of his work days Monday to Friday inclusive. The force in BAL-11 on the 2nd trick consists of an Assistant Wire Chief and one Printer Operator. The Assistant Wire Chief acts in a supervisory capacity assuming all the duties required of the position. Prior to September 6, 1954 the force at BAL-11 on the 2nd trick on all holidays were the Assistant Wire Chief's position and one Printer Operator position, each performing their assigned duties.

and that the Claimant is not entitled, under the Agreement, to the compensation which he claims.

It is respectfully submitted, therefore, that the claim in this case is not supported by the applicable Agreement and should be denied.

All data contained herein have been presented to the employe involved or to his duly authorized representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimant is a second trick Printer-Operator at the Carrier's Baltimore telegraph office. On Labor Day, September 6, 1954, one of seven recognized holidays, the Carrier excused him from work, giving him the prior notice prescribed by the applicable Agreement. The Assistant Wire Chief was the only employe on duty on the second trick that Monday and he performed, in addition to his own duties, whatever printer-operator work arose on that day (21 calls as compared with 84 on a normal working day). Claimant received a day's pay for the Holiday in accordance with the terms of the Agreement but Petitioner contends that he is also entitled to Holiday pay of time and one-half since Claimant's work was improperly assigned to the Assistant Wire Chief. The Carrier argues to the contrary and maintains that the Agreement supports its position.

This controversy revolves about the meaning of the proviso in Rule 4-H-1 (a) of the Agreement and what we had to say in that regard in Award 8705 involving the same Organization, Carrier and Agreement as are concerned here, is equally pertinent and controlling in this case. (Since the Assistant Wire Chief is not an excepted or asterisk position it is not necessary to consider the additional problem that we discussed in Award 8705 regarding the Wire Chief.) No valid reason is perceived for reaching a different result in this case and the claim will be denied.

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 there has been no violation of the applicable Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 4th day of February, 1959.