

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 M. D. McNeely, regularly assigned relief Telegrapher-Leverman, to suspend work during the regular hours on his assigned position Floyd Street Tower, Louisville, Kentucky, January 26 and 27, 1957, and work the third shift Telegrapher-Leverman position Floyd Street Tower, Louisville, Kentucky.

2. Carrier shall compensate M. D. McNeely the difference between the pro rata rate he was paid and the time and one-half rate of pay to which he was entitled, January 26 and 27, 1957, when he was required to work the third shift position outside his regular assigned hours at Floyd Street, Louisville, Kentucky.

EMPLOYES' STATEMENT OF FACTS: Claimant M. D. McNeely is the regular assigned relief telegrapher-leverman at Floyd Street Tower, Louisville, Kentucky. His relief assignment with assigned hours is programmed as follows:

First shift	Saturday and Sunday	7:00 A.M. to 3:00 P.M.
Second shift	Monday and Tuesday	3:00 P.M. to 11:00 P.M.
Third shift	Wednesday	11:00 P.M. to 7:00 A.M.
Assigned rest days	Thursday and Friday	

Mr. R. A. Chapman is the regular assigned third shift telegrapher-leverman at Floyd Street Tower, Louisville, Kentucky. His assigned work week begins on Thursday with rest days of Tuesday and Wednesday. His assigned hours are 11:00 P.M. to 7:00 A.M.

an exception to the general rules in Article III and VII. No inequity results in such an application. The claimant lost no time, and was paid at the higher rate applicable to the two positions on which he worked * * *.' We have heretofore set out Award X, Section 2-a referred to in the above award. See Awards 6768, 2511, 3132.

We conclude, from the record in its entirety and the awards herein cited or referred to, that the Carrier did not violate the Agreement, and the claim should be denied."

The principle is firmly established that when interpreting a contract, all provisions contained within its four corners must be considered and each rule considered in the light of the other. This principle has not only been recognized by the Board in many cases, but in the awards above referred to. When this principle is followed and the various provisions of the Agreement in evidence considered in the light of prior Board awards, no conclusion can be reached but that the instant claim is without any basis and is unsupported by the Agreement and should, therefore, be denied.

CONCLUSION

Carrier has proven that:

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

(b) By utilizing Telegrapher-Leverman McNeely on the 11:00 P. M. to 7:00 A. M. shift rather than the 7:00 A. M. to 3:00 P. M., shift on January 26 and 27, 1957 in the emergency which existed was in accordance with the past and accepted practice under the Agreement in evidence, all of which is fully supported by affidavits attached hereto and made a part hereof.

(c) Claims identical in principle have heretofore been denied by the Board.

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

All evidence here presented has heretofore been made known to employee representatives.

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