

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 R. C. Bolen, Clerk-Telegrapher, Charlotte Division, regularly assigned to relief position No. 1, to suspend work on his regular assignment and protect the third-trick position of clerk-telegrapher Air Line Junction that had as its assigned hours 12:01 A. M. to 8:01 A. M.

2. Carrier shall compensate Mr. R. C. Bolen by paying him eight (8) hours at time and one-half of the pro-rata rate of pay, highest rate, for each and every day, July 6, 7, 8, 9, 13, 14 and 15, 1957, that he was required to work a position outside of his regular assigned hours.

EMPLOYES' STATEMENT OF FACTS: Claimant R. C. Bolen is regularly assigned to rest day relief position No. 1, Charlotte Division. His relief assignment with assigned hours is programmed as follows:

3rd shift Air Line Junction	Friday	12:01 AM to 8:01 AM
1st shift Air Line Junction	Saturday	8:00 AM to 4:00 PM
1st shift Air Line Junction	Sunday	8:00 AM to 4:00 PM
1st shift "TS" Relay Office Charlotte	Monday	8:00 AM to 4:00 PM
1st shift "TS" Relay Office Charlotte	Tuesday	8:00 AM to 4:00 PM
REST DAYS	Wednesday and Thursday	

Mr. Parson is the regularly assigned third-shift clerk-telegrapher at Air Line Junction. His regularly assigned hours are 12:01 A. M. to 8:01 A. M. Saturday through Friday. His assigned rest days are Thursday and Friday. Friday is one of the days in the rest day relief position No. 1 held by R. C. Bolen.

"Treating Article X as a special rule, as we think it should be treated, it seems inconsistent to hold that it is to be regarded as 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 Article 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 collective bargaining agreement or other contract, all of its provisions must be considered in the light of all other provisions contained within its four corners. When the contract here in evidence is interpreted in this light and consideration given to prior Board awards denying claims identical in principle, the Board cannot do other than deny the absurd claim which the ORT here seeks to assert.

CONCLUSION

Carrier has shown that:

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

(b) The complained of action in utilizing Claimant Bolen on the 12:01 A. M. to 8:00 A. M., rather than the 8:00 A. M. to 4:00 P. M. shift, on the seven days here involved was in accordance with the former accepted practice under the agreement in evidence, which practice was confirmed by Rule 44 of the agreement and by affidavits attached hereto and made a part hereof.

(c) Claims identical in principle have been denied by prior Board awards. In this situation, the Board cannot do other than make a denial award, as the claim is without any basis whatever.

All evidence here submitted in support of Carrier's position is known to employe representatives.

Carrier, not having seen the ORT's submission reserves the right after doing so to make reply thereto and submit any additional information necessary for the protection of its interests.

(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 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 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.