

Award No. 12760

Docket No. TE-10776

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Seaboard Air Line Railroad, that:

1. Carrier violated the Agreement between the parties when it failed and refused to compensate Telegrapher G. L. Hawkins, at the rate of time and one-half for eight (8) hours service performed at Emory, Georgia on the agent-operator's position August 25, 1957.

2. Carrier shall now compensate G. L. Hawkins in the sum of \$8.56, the difference between pro rata rate (\$2.141 an hour) paid and the time and one-half rate (\$3.211 an hour) that should have been paid, for eight (8) hours' service on August 25, 1957.

EMPLOYEES' STATEMENT OF FACTS: There is in full force and effect a collective bargaining Agreement entered into by and between Seaboard Air Line Railroad Company, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Employees or Telegraphers. The Agreement(s) is on file with this Division and is, by reference, made a part of this submission as though set out herein word for word.

The dispute submitted herein involves interpretation of the Agreement and was handled on the property in the usual manner through the highest officer designated by Carrier to handle such disputes and failed of adjustment. This Division, under the provisions of the Railway Labor Act, as amended, has jurisdiction of the subject matter and parties to the dispute.

The sole question involved is the proper compensation to be paid the claimant for services rendered on August 25, 1957.

1. Claimant, G. L. Hawkins, was at all times involved herein, an extra employee holding seniority on Seniority District No. 3. (Rule 15).

2. Prior to August 19, 1957, claimant was assigned in accordance with Agreement rules to fill the assignment of the regular incumbent of the position of agent-operator at Statham, Georgia. This assignment has assigned work days of Monday through Friday and assigned rest days of Saturday and Sunday each week.

as indicated by the instant submission, willing to continue the complete agreed to theory of assumption of conditions of assignments, and such change in position is not dictated by a change of conditions, rules or interpretations on this property but merely because of inapplicable awards rendered by the Board on other properties having different rules and practices.

It is, therefore, Carrier's position that Claimant Hawkins was properly paid in accordance with the Rules and Interpretations in effect on this property and the Employees' instant submission is not one seeking an interpretation but is in fact seeking a new rule under the guise of interpretation.

OPINION OF BOARD: The claim in this Docket is essentially the same as in Award 10803, involving the same parties, the same agreement and a similar factual situation. Award 10803 is not palpably wrong and is controlling in the present dispute.

The claim will be sustained.

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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of July 1964.