

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, 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, Rule 27, when on the 20th day of November, 1958, it failed to give proper notice of the abolishment of third trick Dundee, Virginia, thereby causing A. F. Barker, regularly assigned telegrapher, to lose eight hours' pay.

2. Carrier shall compensate A. F. Barker for eight hours at the regular rate of pay for that position, \$2.4150 per hour, total \$19.32.

EMPLOYES' STATEMENT OF FACTS: A. F. Barker is the regular assigned clerk-telegrapher at Dundee and held the third shift position which worked 11:00 P. M. to 7:00 A. M., Saturday through Friday with Thursday and Friday as assigned rest days. The position as negotiated is found in the Agreement at page 67 on the Danville Division.

The Carrier sent the following messages to the operators at Dundee:

All Operators, Dundee, Virginia

"Greensboro, N. C.
November 20, 1958

Effective with the end of your tour of duty Saturday, November 22, 1958, your assignment is abolished. B-20-266.

P. C. Shu 11:22 A. M."

Operators, Dundee, Virginia

"Greensboro, N. C.
November 20, 1958

Please refer to Superintendent's wire date reference your assignments being abolished effective with end your tour of duty Saturday, November 22nd.

RTN 6:08 P. M."

OPINION OF BOARD: A. F. Barker is a regularly assigned clerk-teleg-rapher at Dundee, Virginia, with hours of 11:00 P. M. to 7:00 A. M., Satur-day through Wednesday, and rest days Thursday and Friday. Mr. Barker worked beginning Wednesday, November 19th from 11:00 P. M. to 7:00 A. M., Thursday, November 20th.

On November 20th, Carrier sent the following message to the operators at Dundee:

"Greensboro, N.C.
November 20, 1958

All Operators, Dundee, Virginia.

Effective with the end of your tour of duty Saturday, November 22, 1958, your assignment is abolished. B-20-266.

P. C. Shu

11:22 A. M."

Before returning to his home to spend his rest days, Mr. Barker picked up a copy of the message which he interpreted to mean that he would be required to work Saturday, November 22nd, to complete his tour of duty. On the morning of that Saturday, however, he was advised that the notice meant that he could not work that day.

Mr. Barker makes claim that he was deprived of eight hours' pay be-cause he was not permitted to work Saturday, November 22nd, beginning at 11:00 P. M. He takes the position that Carrier violated the Agreement, spe-cifically Rule 27(a), when it failed to give him proper notice, no less than 36 hours, that the position he occupied was abolished. He maintains that the message meant that he was to work his position beginning at 11:00 P. M. on Saturday, November 22nd, because the message read that the position would not be abolished until the end of his tour of duty, which began that Saturday at 11:00 P. M.

Carrier denies the claim, with the assertion that Mr. Barker received the proper notification in accordance with Rule 27 (a). It states that the only meaning that can be construed from the message is that his tour of duty, which began on Friday, November 21st, ended at 7:00 A. M., Saturday, No- vember 22nd.

The central issue in this dispute is whether the notice was free of ambi- guity and so specific that no other construction could be placed upon it than that intended by Carrier.

The notice, a general one applicable to all operators, instructed that at the end of each tour of duty on Saturday, November 22, 1958, the assignment of each operator was abolished. Although Carrier intended Mr. Barker's no- tice to mean that his tour of duty was completed by Saturday, November 22nd at 7:00 A. M., the failure to be specific made the message susceptible to the interpretation that Claimant made, that as a third shift operator his tour of duty, which started at 11:00 P. M., would not be completed until Sunday, November 23rd, at 7:00 A. M. We do not find this interpretation unreasonable since in the railroad industry the time of the work of a shift which extends from one calendar day into the next is customarily chargeable to the day on which the shift started. Mr. Barker, working the third shift, understand-

ably interpreted the notice, "effective with the end of your tour of duty Saturday, November 22, 1958 . . ." to mean that he was expected to work Saturday beginning at 11:00 P. M. until 7:00 A. M. the next day. Since Carrier's intent was otherwise than this possible interpretation, more specific information in the notice was required. The message was ambiguous, and, therefore, the notice improper under Rule 27. Claimant is entitled to eight hours' pay.

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

The Agreement of the parties 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 30th day of April 1965.