

AWARD NO. 27

CASE NO. 30  
SSW FILE 47-313-10

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES ) Transportation-Communication Employees Union  
          )  
TO        )  
          )  
DISPUTE ) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of the Transportation-Communication Employees Union on the St. Louis Southwestern Railway Lines, that:

1. Carrier violated the Agreement between the parties when it failed and refused to compensate W. C. Heard, Clerk-Telegrapher, Commerce, Texas, for November 2, 1964.

2. Carrier shall compensate W. C. Heard in the amount of eight hours' pay at the rate of his position.

OPINION OF BOARD:

Claimant was regularly assigned to the second trick clerk-telegrapher position at Commerce, Texas, assigned hours 3:55 P.M. to 11:55 P.M., Wednesday through Sunday.

On Monday, November 2, 1964, the agent at Commerce, Texas verbally instructed Claimant to work his Monday rest day, starting at 3:55 P.M. Claimant was regularly relieved by a relief clerk-telegrapher.

Claimant arrived for work on his position at 3:55 P.M. on November 2nd, and found an extra clerk-telegrapher had already begun work on the position. The regular assigned relief clerk-telegrapher alleged he had told the Chief Dispatcher when he laid off that he would protect the position on November 2.

The agent asked Claimant if he wanted to work and he replied that he did not want to. Claimant returned home and the relief clerk-telegrapher protected the assignment on November 2.

The Employees filed a claim for eight hours' pay at the rate of Claimant's position.

The Employees contend that when Carrier failed to notify Claimant that an extra employe was available and Claimant reported for work as instructed, Claimant is entitled to eight hours' pay whether he worked or not. The fact that Claimant was asked whether he wanted to work or not has no bearing on this claim. The Carrier has the duty to assign Employees to positions and to try to avoid these reported and not used cases.

The issues in this case have been decided previously in N.R.A.B., 3rd Division, Award 13936 (Dorsey) and Award No. 3 of this Board.

The regular rate for work performed on a rest day is the time and one-half rate. The Claimant should be paid for eight hours at the time and one-half rate. This was the rate of his position on the day in question.

FINDINGS: That the agreement was violated.

AWARD: Claim sustained.

Don J. Harr  
Don J. Harr, Chairman

D. A. Bobo  
D. A. Bobo, Employee Member

M. L. Erwin  
M. L. Erwin, Carrier Member

Tyler, Texas  
December 28, 1966

