

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when it required or permitted train service employees to perform work belonging to employees covered by the Telegraphers' Agreement.

2. Carrier shall now pay M. G. Ummel, Agent-Telegrapher, Leoti, Kansas, one call, three hours at the pro rata rate of \$2.175 per hour for September 8, 1957, for violation when B. L. Magill, Conductor on Extra 567 West, "OS" 'ed his train to the Train Dispatcher at Pueblo, Colorado while passing Leoti, Kansas.

3. Carrier shall now pay J. Barnett, Telegrapher, Eads, Colorado, one call, three hours at the pro rata rate of \$2.14 per hour for September 29, 1957, for violation when member of the train crew on No. 68, Engine 567 "OS" 'ed his train as "By Diston" and was given instructions from the Dispatcher to "Go down main line to Horace."

4. Carrier shall now pay J. V. Davis, Agent-Telegrapher, Brownell, Kansas, one call, three hours at the time and one-half rate of \$3.16 per hour for Sunday, October 6, 1957, for violation when an employe not covered by the Telegraphers' Agreement on Extra 564 West in charge of Conductor Shook "OS" 'ed his train as being just west of McCracken, Kansas, at 4:20 P. M., by use of the base radio station at Brownell, Kansas.

5. Carrier shall now pay J. Barnett, Telegrapher, Eads, Colorado, one call, three hours at the pro rata rate of \$2.14 per hour for October 5, 1957, for violation when an employe not covered by the Telegraphers' Agreement, Conductor Hyatt of Extra 576 West was required to "OS" his train and reported the train as "going

by Hawkins now and figure to be at Haswell or Inman for No. 11." The time this information being given was 4:49 A. M.

6. Carrier shall now pay Evelyn Durrett, Agent, Sheridan Lake, Colorado, one call, three hours at the pro rata rate of pay as provided in "Note" under Rule 2 (c) of the Agreement and shall adjust the rate of pay for the eight hours already paid for in accordance with that rule, for October 23, 1957, for the violation when employes not covered by the Agreement were required or permitted to report the location of train No. 81 Engine 514 in charge of Conductor Murphy.

7. Carrier shall now pay J. V. Davis, Agent-Telegrapher, Brownell, Kansas, one call, three hours at the rate of \$2.105 per hour for October 22, 1957, for violation when an employe not covered by the Telegraphers' Agreement reported the location of train No. 81 Engine 567 in charge of Conductor Neal to train Dispatcher Otteson at Pueblo, Colorado, at 2:13 A. M.

8. Carrier shall now pay E. G. Watts, Second Trick Telegrapher, Eads, Colorado, one call, three hours at the pro rata rate of \$2.105 per hour, for October 27, 1957, when an employe not covered by the Agreement reported train Extra 591 East to the Dispatcher at Pueblo, Colorado as going by Hawkins at 1:48 A. M.

9. Carrier shall now pay C. E. Johnson, Agent-Telegrapher, Sugar City, Colorado, one call, three hours at the pro rata rate of \$2.235 per hour, for October 27, 1957, when an employe not covered by the Agreement "OS" 'ed the departure of Extra 565 West from Sugar City to the Train Dispatcher at Pueblo, Colorado, at 9:40 P. M.

10. Carrier shall now pay B. D. Woodley, Agent-Telegrapher, Towner, Colorado, one call, three hours at the pro rata rate of \$2.10 per hour, for October 22, 1957, when an employe not covered by the Agreement "OS" 'ed train No. 87 Engine 567 in charge of Conductor Weber to the Train Dispatcher as going by Towner at 6:17 A. M.

11. Carrier shall now pay E. H. Strait, Agent-Telegrapher, Haswell, Colorado, for one call, three hours at the pro rata rate of \$2.225 per hour, for November 5, 1957, when an employe not covered by the Agreement "OS" 'ed train No. 81 Engine 587 to the Dispatcher at Pueblo as arriving at Haswell at 7:15 A. M.

FINDINGS: The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing was waived and under date of December 31, 1959, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, which request is hereby granted.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of January, 1960.