

Award No. 43
Docket No. 43

MOP File 380-1511
ORT File 1183-16

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS
and
MISSOURI PACIFIC RAILROAD COMPANY

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 failed and refused to compensate T. S. James, at Concordia, Kansas, for 8 hours at the rate of time and one-half for work performed on Saturday, December 25, 1954, and Saturday, January 1, 1955, the sixth days of his work weeks after having completed 40 hours in said work weeks.
2. Carrier shall now compensate T. S. James for 8 hours at the time and one-half rate for services performed on Saturday, December 25, 1955, and Saturday, January 1, 1955.

OPINION OF BOARD: The claim here seeks reparations for 8 hours at the punitive rate for service performed on Saturday, December 25, 1954, and Saturday, January 1, 1955, the same allegedly being the sixth day of the claimant's work week after having completed 40 hours of work in each of said weeks in question. The fact that the days in question are holidays is not material to the issue with which we are here concerned.

The claimant here, sometime prior to the dates in question, was a Star Agent at Concordia, Kansas, and was compensated for services on a monthly basis without assigned hours. Subsequent to this time, the respondent here assigned claimant hours of 7:59 a.m. to 3:59 p.m. as Star Agent-Telegrapher, with a work week of Monday through Saturday, rest day Sunday.

The Organization asserts that the claimant's position had initially been negotiated as a Star Agent position, but that when telegraphic duties were added and assigned hours designated the position, as such, was removed from that of Star Agent and that any work in excess of 40 hours in any week or work on the sixth day of such week was properly compensable at the punitive rate within the meaning of Rule 9, Section 1-II-B(2) and paragraph 5, as well as 10(h).

The Organization further asserted that prior to the change in classification position here was governed by Rule 8, Section 1(b) and 10(g), with compensation for any added duties enumerated under the rule.

The respondent asserted that with the addition of telegraph duties and assigned hours to the claimant's position, when accompanied by a change of the title of the position from Star Agent to that of Star Agent-Telegrapher, did not remove the position from the status of Star Agent within the meaning of Rules 8, Section 1(b), 10(g) and 14(g), and that both Saturday and Sunday did not become rest days of the position.

It was pointed out that the occupant of a Star Agent's position might be required to assume telegraph duties and, when telegrapher's work was assigned to any position, it was mandatory that hours likewise be assigned.

The respondent took the further position that the Star Agent status of the position continued without change and that the claimant could properly be used on the sixth day of the work week without additional compensation except as provided in Rule 10(g).

It is evident that the issue here to be resolved is whether the adding of telegraphic duties to the Star Agent position with the resultant assigned hours requires the payment for all work performed on the sixth day be computed on a punitive basis.

The addition of such duties, while amounting to a change in job title and a reclassification of such position, did not have the effect of removing the claimant's position from that of a Star Agent status within the meaning of Rule 8-1(b), which provides, in effect, that such positions may be worked to the extent needed on the sixth day without additional compensation except as provided by Rule 10(g).

The Organization here is seeking to gain pay for work performed on a sixth day at a punitive rate computed on the monthly rate of the Star Agent's position. While the added duties and responsibilities assigned to the claimant amounted to a reclassification, it did not remove him from the status of a Star Agent since the effective rules clearly provide that telegraphic work may be required of an occupant of a Star Agent's position.

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:

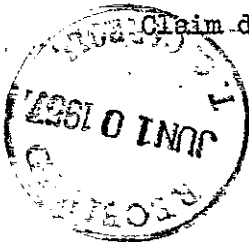
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934.

That this Special Board of Adjustment has jurisdiction over the dispute involved herein; and,

That the Carrier did not violate the effective agreement.

AWARD

Claim denied.



SPECIAL BOARD OF ADJUSTMENT NO. 117

Livingston Smith
Livingston Smith - Chairman

C. O. Griffith
C. O. Griffith - Employee Member

G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
July 31, 1956