



SPECIAL BOARD OF ADJUSTMENT NO. 305

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)

AWARD NO. 39
DOCKET NO. 39
(CASE 2927)

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 failed and refused to pay J. B. Davis, Agent-Telegrapher, Brownell, Kansas, three hours at the time and one-half rate for service performed at Brownell on May 30, 1958, a holiday, which he was entitled to perform.
2. Carrier shall now pay claimant Davis the one additional hour at time and one-half rate for May 30, 1958."

OPINION OF BOARD:

The claim before the Board is for compensation for one hour's pay at the time and one-half rate, allegedly due the employe for pay at the holiday rate, rather than for the pay allowed the employe at the pro rata rate.

The record before us shows that the claimant herein was the regular assigned employe holding Agent-Telegrapher position at Brownell, Kansas. On the date here involved, May 30, 1958, a holiday, the employe was not on duty on his assigned position. On this date the Conductor of train Extra 619 West, while at Brownell, Kansas, copied a train order from the dispatcher. For this action the employe makes claim for three hours at the holiday rate and relies upon Rule No. 9, Section II B(1), in support thereof.

The record discloses that Carrier allowed the employe pay for three hours at pro rata rate as provided by Rule 1 (b) of the Agreement herein.

A review of the rules relied upon by the parties does not require the Carrier to call an employe for the service as claimed here. It does provide, under Rule 1 (b), the pay to be allowed where a conductor copies a train order at a point where a regular telegrapher is employed.

Rule 9, Section II B(1), does require that work be performed. No work was performed here by the employe. This provision lends no support to the claim here.

It is the opinion of the Board that Carrier properly compensated the employe as provided by Rule 1 (b) of the Agreement.

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FINDINGS: Claimant was properly compensated by Carrier as provided by Rule 1 (b), and the claim for additional compensation is without merit.

AWARD

Claim denied as per Opinion and Findings.

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/s/ Donald F. McMahon
Donald F. McMahon - Chairman

Dissenting
R. K. Anthis - Organization Member

/s/ G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
June 3, 1960

File 380-1886