



SPECIAL BOARD OF ADJUSTMENT NO. 305

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)

AWARD NO. 43
DOCKET NO. 43
(CASE 2694)

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 employes to perform work belonging to employes 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."

OPINION OF BOARD:

The instant docket, consisting of 10 separate and distinct claims for a call filed by employes subject to the provisions of the Telegraphers' Agreement, contends that train service employes, by use of the radio, OSed trains to the train dispatcher at Pueblo, Colorado at various locations on line of road, some of which are alleged to have occurred while the train involved was passing a station and others occurring on line of road at various locations between stations. It is further contended that these conversations between train service employes and the dispatcher took place while the trains involved were moving.

It is the Carrier's position that the conversations which took place between members of the various train crews involved in these claims and the dispatcher at

Pueblo were for the purpose of conveying information to the dispatcher and did not constitute an OS as contended by the Organization.

The record here before us reveals that there is no dispute between the parties concerning the fact that conversations did take place between train service employes and the dispatcher on various dates listed. We have reviewed the record before us and the numerous awards cited by the parties in support of their respective contentions but we are unable to conclude therefrom that there was any violation of the Telegraphers' Agreement by reason of these conversations. We further find that these conversations did not constitute an OS as alleged by the employes.

In view of our conclusions as set forth above, there is nothing in the record before us to support the claims for compensation based upon the alleged violation of the Telegraphers' Agreement. Claims should be denied.

FINDINGS: Carrier did not violate the Agreement.

AWARD

Claims denied.

SPECIAL BOARD OF ADJUSTMENT NO. 305

/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 10, 1960

File 380-1817	380-1829
380-1816	380-1835
380-1823	380-1836
380-1827	380-1837
380-1818	380-1838