

AWARD NO. 29

CASE NO. 33
SSW FILE 47-313-11

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 did not permit P. R. Dafft to fill his regular assignment, clerk-telegrapher at Plano, Texas on December 23, 1964.
2. Carrier shall compensate P. R. Dafft for eight hours' pay at the applicable straight time rate of pay for December 23, 1964.

OPINION OF BOARD:

Claimant was regularly assigned to a relief clerk-telegrapher position, headquartered at Plano, Texas, working as follows:

Sat.	Agent-Telegrapher	Plano	9 AM - 5 PM
Sun. & Mon.	Agent-Telegrapher	Addison	4 PM - 1 AM
Tue. & Wed.	Clerk-Telegrapher	Plano	6 PM - 2 AM
Thu. & Fri.	Rest Days		

On Wednesday, December 23, 1964, the Chief Dispatcher's office was advised that regular relief clerk-telegrapher Harper was sick and could not protect her assignment at Dallas beginning at 11:55 P.M. that date. Since no other clerk-telegraphers were available, the chief yard clerk was instructed to notify Claimant to protect the Dallas position and advise the regularly assigned Clerk-Telegrapher at Plano to work his rest day Wednesday.

Carrier states they attempted to advise Claimant around 1 P.M. Wednesday. Carrier says it contacted Claimant's wife and also contacted two of Claimant's brothers, who are also telegraphers.

Claimant showed up at Plano to protect the 6:00 P.M. position. He contacted the chief dispatcher's office and was advised that he had been taken off the assignment to perform emergency work on the 11:55 P.M. position at Dallas. Claimant later advised the Chief Dispatcher by telegram received about 11:04 PM that he was sick and unable to protect the position at Dallas.

Claim was filed by the General Chairman for eight hours at the straight time rate. The claim was denied by Carrier.

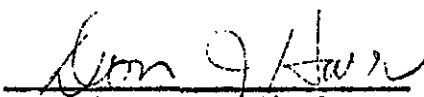
Employees rely on Article 4 of the agreement to support their position. Carrier contends that Claimant was taken off his assignment for emergency work under Article 16 of the agreement. Had Claimant protected the position at Dallas he would have been paid 8 hours at the time and one-half rate.


These issues are the same as those before this Board in Award 25. In that Award we held the Claimant was properly used for emergency work under Article 16.

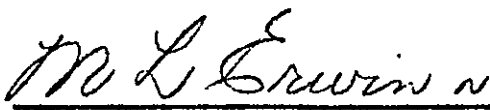
We will deny the claim.

FINDINGS: That the agreement was not violated.

AWARD: Claim denied.


Don J. Harr, Chairman


D. A. Bobo, Employee Member


M. L. Erwin, Carrier Member

Tyler, Texas
December 28, 1966

