

Award No. 2
Docket No. 2

MOP File VGS-380-1449
ORT Files 1146-54,
1146-A, 1146-B and
1146-C

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:

CASE 1

1. Carrier violated the terms of the agreement between the parties when it arbitrarily reclassified the position of Agent-Telegrapher at Burr Oak, Kansas, to that of Agent-Restricted-Operator, effective May 16, 1954, without agreement between the parties.
2. Carrier violated agreement when effective May 16, 1954, it reduced the rate of pay of the Agent-Telegrapher at Burr Oak, Kansas, from \$1.805 to \$1.66 per hour, without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Burr Oak, Kansas, effective May 16, 1954.
4. Carrier shall pay F. M. Buetzer, or the incumbent at Burr Oak, Kansas, the difference between the amount paid since May 16, 1954, and the agreed rate of Agent-Telegrapher to which he was entitled.

CASE 2

1. Carrier violated the terms of the agreement between the parties when it arbitrarily reclassified the position of Agent-Telegrapher at Blue Rapids, Kansas, to that of Agent-Restricted Operator, effective May 16, 1954, without agreement between the parties.
2. Carrier violated agreement when effective May 16, 1954, it reduced the rate of pay at Blue Rapids, Kansas, from \$1.96 per hour to \$1.66, without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher at Blue Rapids, Kansas, effective May 16, 1954.
4. Carrier shall pay D. C. Hockensmith, or the incumbent, at Blue Rapids, Kansas, difference between the amount paid since May 16, 1954, and the agreed rate of Agent-Telegrapher to which he was entitled.

CASE 3

1. Carrier violated the terms of the agreement between the parties when it arbitrarily reclassified the position of Agent-Telegrapher at Palmer, Kansas, to that of small non-telegraphic agent, effective May 16, 1954, without agreement between the parties.

2. Carrier violated the agreement when effective May 16, 1954, it reduced the pay of Agent-Telegrapher at Palmer, Kansas, from \$1.805 per hour to monthly rate of \$252.15 per month without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Palmer, Kansas, effective May 16, 1954.
4. Carrier shall pay H. D. Hamm, or the incumbent, at Palmer, Kansas, the difference between the amount paid since May 16, 1954, and the agreed rate of Agent-Telegrapher to which he was entitled.

CASE 4

1. Carrier violated the terms of the agreement between the parties when it arbitrarily reclassified the position of Agent-Telegrapher at Barnes, Kansas, to that of small non-telegraphic agent, effective May 16, 1954, without agreement between the parties.
2. Carrier violated the agreement when effective May 16, 1954, it reduced the pay of the Agent-Telegrapher at Barnes, Kansas, from \$1.805 per hour to monthly rate of \$252.15 per month without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Palmer, Kansas, effective May 16, 1954.
4. Carrier shall pay J. M. Ellis, or the incumbent, at Barnes, Kansas, the difference between the amount paid since May 16, 1954, and the agreed rate of Agent-Telegrapher to which he was entitled.

OPINION OF BOARD: While existing facts in these claims are not identical with those present in Docket No. 1, said claims under consideration here involve the same parties and the same rules as were present in Docket No. 1, Award No. 1, previously considered by this Board.

It is the opinion of the Board that the controlling factual situation here present, when considered in the light of the cited rules, is comparable to that considered and applied in the aforesaid award. For the reasons stated and to the extent indicated in Award No. 1, these claims are denied.

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.

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AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 117


Livingston Smith -- Chairman


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


G. W. Johnson -- Carrier Member

St. Louis, Missouri
May 29, 1956