

Award No. 5
Docket No. 6

MOP File VGS-380-1444
ORT File 1142-54

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 Arma, Kansas, to that of Agent-Restricted Operator, effective March 26, 1954, without agreement between the parties.
2. Carrier violated the agreement when effective March 26, 1954, it reduced the rate of pay of the Agent-Telegrapher at Arma, Kansas, from \$1.75 to \$1.63 per hour without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Arma, Kansas, effective March 26, 1954.
4. Carrier shall pay J. W. Humble, or the incumbent at Arma, Kansas, the difference between the amount paid since March 26, 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 Edna, Kansas, to that of Agent-Restricted Operator, effective March 26, 1954, without agreement between the parties.
2. Carrier violated the agreement when effective March 26, 1954, it reduced the rate of pay of the Agent-Telegrapher at Edna, Kansas, from \$1.835 to \$1.63 per hour without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Edna, Kansas, effective March 26, 1954.
4. Carrier shall pay William H. Owings, or the incumbent at Edna, Kansas, the difference between the amount paid since March 26, 1954, and the agreed upon 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 Bronough, Missouri, to that of Agent-Restricted Operator, effective March 26, 1954, without agreement between the parties.

2. Carrier violated the agreement when effective March 26, 1954, it reduced the rate of pay of the Agent-Telegrapher at Bronough, Missouri, from \$1.75 to \$1.63 per hour without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Bronough, Missouri, effective March 26, 1954.
4. Carrier shall pay S. P. Linn, or the incumbent at Bronough, Missouri, the difference between the amount paid since March 26, 1954, and the agreed upon 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 Liberal, Missouri, to that of Agent-Restricted Operator, effective March 26, 1954, without agreement between the parties.
2. Carrier violated the agreement when effective March 26, 1954, it reduced the rate of pay of the Agent-Telegrapher at Liberal, Missouri, from \$1.75 to \$1.63 per hour without agreement between the parties.
3. Carrier shall restore classification of Agent-Telegrapher to the position at Liberal, Missouri, effective March 26, 1954.
4. Carrier shall pay W. S. Weaver, or the incumbent at Liberal, Missouri, the difference between the amount paid since March 26, 1954, and the agreed upon 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.

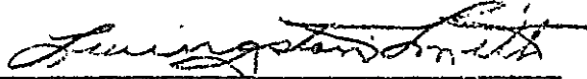
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That this Special Board of Adjustment has jurisdiction over the dispute involved herein; and that the Carrier did not violate the effective agreement.

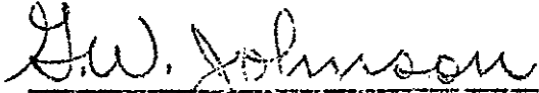
AWARD

Claims 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