

SPECIAL BOARD OF ADJUSTMENT NO. 279

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
versus
MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT
OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it failed to compensate Bridge Derrick Operator J. E. O'Bannon at the over-time rate for the time he was in charge of and responsible for Pile Driver X-1006 while accompanying said machine in transit between Taylor, Texas and Robstown, Texas, November 15 to 18, 1957; between Robstown, Texas and Cotulla, Texas, December 20 to 23, 1957; between Cotulla, Texas and San Antonio, Texas on March 25, 1958; and between San Antonio and Cotulla, Texas on April 1 and 2, 1958.

(2) Bridge Derrick Operator J. E. O'Bannon now be allowed forty-four hours' pay at time and one half rate because of the violation referred to in Part (1) of this claim.

FINDINGS: It appears that in August, 1957, the bridge construction engineer personally instructed the claimant and other operators in the system bridge and building gangs on the Gulf District that in the future on convoy trips they would be required to remain on duty only during their regularly assigned hours except in the event of an emergency requiring them being called to perform some service. Subsequently, on August 29, 1957, instructions were given to the foremen of such system gangs that thereafter a hoisting engineer moving with his house or car would be considered to travel under the provisions of Rule 21 and specified that the duties of a hoisting engineer included protection of his machine while enroute on a move to insure that no difficulty such as hot boxes developed.

Such instructions were for the purpose of making uniform the application of the agreement in such cases throughout Carrier's property.

While it is not so specified, the only reasonable inference from the written instructions to the foremen is that the duties specified would be required of such hoisting engineers while on duty during their regularly assigned hours or when otherwise called to perform service.

There is no evidence in this docket that the claimant was either instructed to or did perform any such service outside of his regularly assigned hours, so his claim for compensation is without merit.

AWARD: Claim denied.

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(s) Dudley E. Whiting
Dudley E. Whiting - Chairman

(s) A. J. Cunningham
A. J. Cunningham - Employee Member

(s) G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri - July 16, 1959