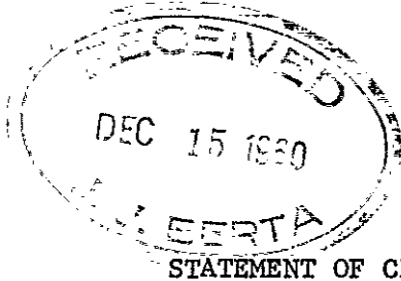


AWARD NO. 25
DOCKET NO. 25
BU 5482-31

SPECIAL BOARD OF ADJUSTMENT NO. 305

THE ORDER OF RAILROAD TELEGRAPHERS
vs.
MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)



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 when on Monday, April 27, 1959, it required or permitted Don Campbell, holding no seniority on the Relay Seniority District, to perform work on the Night Chief Operator's position at 'FA' Tower, Falls City, Nebraska.
2. Carrier shall now compensate L. F. Smith, the regular incumbent of the Night Chief Operator position at 'FA' Tower, Falls City, Nebraska, for eight hours at the pro rata rate for April 27, 1959, when Telegrapher Campbell from the Omaha Division was used to relieve on the Night Chief Operator position which is in the Relay Division Seniority District."

OPINION OF BOARD:

The instant claim for a day's pay at the pro rata rate for April 27, 1959, is based upon the Organization's contention that the Carrier violated the Agreement when it used an employee from the Omaha Division seniority roster to work in the place of a regular assigned relief employee who was off sick. Monday, April 27, 1959, was one of the rest days on the position to which the claimant was regularly assigned.

It is undisputed in the record that there was no available extra employee holding seniority in the Relay District on the date in question and that the Carrier used an Omaha Division telegrapher, D. S. Campbell, who had requested that he be considered for a position in the Relay Office pursuant to the provisions of Rule 12(f), and that he had been used for extra or relief work in the Relay Office at Falls City during a period of two years prior to date of claim.

While it is true that Rule 11(a-3) provides that seniority of employees in the Relay District will date from time shown on assignment bulletin to a position in the Relay District, Rule 12(f) and Rule 11(h-1) when read together indicates that the parties have agreed that employees holding road, district or division seniority may be used in the Relay District in emergency or upon application for such work but will not acquire any seniority in the Relay District until they are regularly assigned by bulletin to a position.

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In support of this interpretation the Carrier placed into evidence a letter from Mr. H. T. Welch, Local Chairman of the Telegraphers' Organization, dated May 18, 1959, addressed to the General Superintendent Communications, in which he stated that there is no provision in the Telegraphers' Agreement for division telegraphers to protect extra work in the Relay District except on application or in emergency, and in other correspondence attached to Carrier's submission, over the signature of the same Local Chairman, it seems clear that it has long been the practice for the Carrier to use employees with division seniority to perform extra work in the Relay District upon application from such division telegraphers to be used in the Relay District.

For the reasons stated, the claim is without merit and should be denied.

FINDINGS: Carrier did not violate the Agreement.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 305

/s/ Donald F. McMahon
Donald F. McMahon - Chairman

/s/ R. K. Anthis
R. K. Anthis - Organization Member

/s/ G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
September 23, 1960

File 380-1930