

The Second Division consisted of the regular members and in addition Referee Arthur T. Van Wart when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 1 Section 1 (a), 2 (a), 3 (a) and 4 (a), (d) and (g) of the June 1, 1960 controlling agreement on September 30, 1975 when they instructed Telephone Maintainer J. E. Brown to work in excess of his eight (8) assigned hours to perform work on equipment owned and leased from Bell Telephone Company at North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company compensate Telephone Maintainer J. E. Brown two and seven tenths hours (2.7!) at the punitive rate for September 30, 1975.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant was employed as a monthly rated telephone maintainer in Carrier's Communications Department on September 30, 1975. He was called out at 9:00 p.m. by the Superintendent of Signals and Communications to correct a problem causing the Chief Dispatcher's telephone to be inoperative. Claimant's tests disclosed the problem to be in a rotary switch located in the Bell Telephone Company's equipment, owned and maintained by Bell Company. Said switch was stuck in an open position preventing a disconnection from the last call. Claimant corrected the problem by simply rotating said switch with his fingers to a closed position.

Claimant filed claim for two and seven-tenths hours (2.7) account "repairing trouble in Bell Telephone equipment after regular day". Such claim was denied.

Claimant, as a monthly rated employee, comes under the specific provisions of Rule 107(c) which provides:

"(Western and Southern Districts only.) Telephone maintainers will be paid a monthly rate to cover all services rendered except as hereinafter provided. They will be assigned one regular rest day per week, Sunday if possible. Rules applicable to the classification of electrician shall apply to service for monthly rate telephone maintainers on their assigned rest day. Ordinary maintenance of construction work not heretofore required on Sunday will not be required on the sixth day of the work week. The straight time hourly rate for such employees shall be determined by dividing the monthly rate by *208-2/3 hours. Further wage adjustments, so long as monthly rates remain in effect, shall be made on the basis of *208-2/3 hours per month. Except as specifically provided in this paragraph (c), the rules applicable to monthly rated telephone maintainers prior to September 1, 1949, shall continue without change."

*Changed to 212-1/3 hours on January 1, 1973, and to 213 hours on January 1, 1976.

The instant claim is essentially similar to that in Docket 7443 resulting in this Division Award 7555. We hold, as there, that claimant was properly paid for all services rendered because the phrase in Rule 107(c) "all services rendered" has been interpreted, both by the parties and this Division to have included overtime. Consequently, this claim will also be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of June, 1978.