

Award No. 14660
Docket No. TE-13371

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri-Kansas-Texas Railroad that:

1. At 6:33 P. M., March 3, 1961, it required Conductor White on Train Extra 135 North to copy Train Order No. 123 at Angola, Kansas. For such violation Carrier shall now be required to compensate Agent-Telegrapher C. W. Meador at Coffeyville, Kansas (in charge of Angola) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 120)

2. (a) At 6:58 A. M., February 18, 1961, it permitted or required Brakeman Bishop on train No. 44 to Copy Train Order No. 44 at Moran, Kansas;

(b) At 1:15 P. M., February 28, 1961, it permitted or required Conductor Matney on Train Extra 92 South to copy Train Order No. 102 at Moran, Kansas;

(c) At 9:03 A. M., March 4, 1961, it permitted or required Brakeman Bishop on Train No. 44 to copy Train Order No. 70 at Moran, Kansas;

(d) At 7:55 A. M., March 16, 1961, it permitted or required Conductor Matney on Train Extra 101 South to copy Train Order No. 53 at Moran, Kansas;

(e) At 6:44 A. M., March 18, 1961, it permitted or required Conductor Quarles on Train Extra 158 South to copy Train Order No. 68 at Moran, Kansas;

(f) At 7:40 A. M., March 18, 1961, it permitted or required Conductor Quarles on Train 158 South to copy Train Order No. 61 at Moran, Kansas;

(g) At 6:07 P.M., March 25, 1961, it permitted or required Brakeman Robinson on Train No. 44 to copy Train Order No. 45 at Moran, Kansas;

(h) At 3:23 P.M., March 28, 1961, it permitted or required Conductor Springer on Train Extra 135 South, to copy Train Order No. 103 at Moran, Kansas;

(i) At 3:33 P.M., March 28, 1961, it permitted or required Conductor Springer on Train Extra 135 South, to copy Train Order No. 105 at Moran, Kansas.

For such violations Carrier shall be required to compensate Agent-Telegrapher A. W. Reading at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement plus regular rate for each violation on each day as set forth above. (Claim 121)

(j) Also when, at 7:18 P.M., March 23, 1961, it permitted or required Conductor Forbes on Train Extra 107 North to copy Train Order No. 130 at Angola, Kansas;

(k) At 6:24 P.M., March 24, 1961, it permitted or required conductor White on Train Extra 109 North to copy Train Order No. 177 at Angola, Kansas.

For such violations Carrier shall be required to compensate Agent-Telegrapher C. W. Meador at Coffeyville, Kansas (in charge of Angola) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each of the two days set out above. (Claim 121)

3. Item No. 1. At 6:12 P.M., March 27, 1961, it permitted or required Conductor White on Train Extra 135 North to copy Train Order No. 117 at Angola, Kansas;

Item No. 2. At 6:11 P.M., March 31, 1961, it permitted or required Conductor White on Train Extra 73C North to copy Train Order No. 131 at Angola, Kansas;

Item No. 3. At 7:38 P.M., April 12, 1961, it permitted or required Brakeman Blaich on Train No. 50 to copy Train Order No. 120 at Angola, Kansas.

For such violations, Carrier shall be required to compensate Agent-Telegrapher C. W. Meador at Coffeyville, Kansas (in charge of Angola) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each day as set forth above. (Claim 122)

4. Item No. 1. At 1:17 P.M., April 11, 1961, it permitted or required Conductor Matney on Train Extra 131 South to copy Train Order No. 87 at Moran, Kansas;

Item No. 2. At 9:35 A.M., April 13, 1961, it permitted or required Conductor Bayard on Train Extra 96 North to copy Train Order No. 68 at Moran, Kansas;

Item No. 3. At 11:30 A.M., April 14, 1961, it permitted or required Conductor Matney on Train Work Extra 110 to copy Train Order No. 80 at Moran, Kansas;

Item No. 4. At 7:32 A.M., April 16, 1961, it permitted or required Conductor Matney on Train No. 44 to copy Train Order No. 33 at Moran, Kansas.

For such violations Carrier shall be required to compensate Agent-Telegrapher A. W. Reading at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each of the days specified above. (Claim 123)

5. At 1:10 P.M., April 4, 1961, it permitted or required Engineer Hess on Train No. 53 to copy Train Order No. 79 at Phelan, Texas.

For such violation Carrier shall be required to compensate Agent-Telegrapher R. L. Williams, Bastrop, Texas (in charge of Phelan) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 124)

6. At 10:48, April 21, 1961, it permitted or required Brakeman Bishop on Train No. 42 to copy Train Order No. 164 at Ringer, Kansas.

For such violation Carrier shall be required to compensate Agent-Telegrapher J. S. French, Beagle, Kansas (in charge of Ringer) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 125)

7. Item No. 1. At 8:58 A.M., May 15, 1961, it permitted or required Engineer John on Train No. 44 to copy Train Order No. 55 at Moran, Kansas; also Order No. 56 copied at 9:02 A.M.

Item No. 2. At 2:07 P.M., June 1, 1961, it permitted or required Conductor Matney on Train Extra 101 South to copy Train Order No. 85 at Moran, Kansas; also Order No. 86 copied at 2:08 P.M.

For such violations Carrier shall be required to compensate Agent-Telegrapher A. W. Reading at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each of the days specified. (Claim 127)

8. Item No. 1. At 6:10 P.M., June 6, 1961, it permitted or required Conductor Matney on Train Extra 1524 South to copy Train Order No. 125 at Moran, Kansas;

Item No. 2. At 9:15 A.M., June 9, 1961, it permitted or required Trainmaster R. E. Berglund on Extra 67-A-127 coupled to copy Train Order No. 62 at Moran, Kansas; also Order No. 63 at 9:24 A.M.

Item No. 3. At 2:55 P.M., June 24, 1961, it permitted or required Conductor Rupert on Train Extra 101 South to copy Train Order No. 116 at Moran, Kansas;

Item No. 4. At 1:22 A.M., June 21, 1961, it permitted or required Conductor Springer on Train Extra 1524 South to copy Train Order No. 19 at Moran, Kansas;

Item No. 5. At 1:24 A.M., June 21, 1961, it permitted or required Conductor Springer on Train Extra 1524 South to copy Train Order No. 20 at Moran, Kansas.

Item No. 6. At 9:45 A.M., June 22, 1961, it permitted or required Conductor Beard on Train No. 44 to copy Train Order No. 83 at Moran, Kansas.

For such violations Carrier shall be required to compensate Agent-Telegrapher A. W. Redding at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each of the dates specified. (Claim 128)

Item No. 7. At 11:37 P.M., June 8, 1961, it permitted or required Conductor Beard on Train Extra 69A North to copy Train Order No. 160 at Welch, Oklahoma.

For such violation Carrier shall be required to compensate Agent-Telegrapher W. L. Neill at Welch, Oklahoma, a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 128)

Item No. 8. At 7:54 P.M., June 26, 1961, it permitted or required Conductor Matney on Train Extra 117 North to copy Train Order No. 110 at Parker, Kansas.

For such violation Carrier shall be required to compensate Agent-Telegrapher W. R. Ryman at Centerville, Kansas (in charge of Parker) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 128)

9. At 10:26 P.M., June 20, 1961, it permitted or required Brakeman Ramsey on Train Extra 134 to copy Train Order No. 140 at Oswego, Kansas.

For such violation Carrier shall be required to compensate Agent-Telegrapher W. C. Tuttle at Oswego, Kansas, a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 130)

10. Item No. 1. At 2:54 P.M., June 24, 1961, it permitted or required Conductor Rubert on Train Extra 101 South to copy Train Order No. 105 at Moran, Kansas.

Item No. 2. At 2:57 P.M., June 24, 1961, it permitted or required Conductor Rubert on Train Extra 101 South to copy Train Order No. 116 at Moran, Kansas.

Item No. 3. At 9:52 P.M., July 5, 1961, it permitted or required Conductor Gard on Train Extra 135 South to copy Train Order No. 138 at Moran, Kansas.

Item No. 4. At 11:58 P.M., July 11, 1961, it permitted or required Conductor Redden on Extra 157 South to copy Train Order No. 40 at Moran, Kansas.

Item No. 5. At 11:58 P.M., July 13, 1961, it permitted or required Conductor Foreman on Train Extra 115 South to copy Train Order No. 100 at Moran, Kansas.

Item No. 6. At 12:01 P.M., July 13, 1961, it permitted or required Conductor Foreman on Train Extra 115 South to copy Train Order No. 101 at Moran, Kansas.

Item No. 7. At 5:59 A.M., July 16, 1961, it permitted or required Conductor Redden on Train Extra 157 South to copy Train Order No. 54 at Moran, Kansas.

Item No. 8. At 9:25 A.M., July 15, 1961, it permitted or required Conductor Overfield on Train Extra 100 South to copy Train Order No. 65 at Moran, Kansas.

Item No. 9. At 9:27 A.M., July 15, 1961, it permitted or required Conductor Overfield on Train Extra 100 South to copy Train Order No. 67 at Moran, Kansas.

For such violations Carrier shall be required to compensate Agent-Telegrapher A. W. Redding at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for each violation on each of the dates specified. (Claim 131)

Item No. 10. At 11:53 P.M., July 5, 1961, it permitted or required Brakeman Bishop on Train Extra 135 South to copy Train Order No. 161 at Elsmore, Kansas; also permitting or requiring Conductor Redden to copy the same order at Kimball, Kansas.

Item No. 11. At 2:59 A.M., July 15, 1961, it permitted or required Conductor Overfield on Train Extra 100 North to copy Train Order No. 25 at Elsmore, Kansas.

For such violations the Carrier shall be required to compensate Agent-Telegrapher R. G. Smothers at Erie, Kansas (in charge of Elsmore) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation on each of the dates specified. (Claim 131)

11. Item No. 1. At 11:17 A.M., July 9, 1961, it permitted or required Conductor Ellis on Train No. 52 to copy Train Order No. 43 at Oswego, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher W. C. Tuttle at Oswego, Kansas a day's pay at the minimum rate for Telegraphers as set forth in the Agreement plus regular rate.

Item No. 2. At 11:20 A.M., July 21, 1961, it permitted or required Conductor Boyle of Train Extra 101 South to copy Train Order No. 80 at Moran, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher A. W. Redding, Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 132)

Item No. 3. At 12:14 P. M., July 19, 1961, it permitted or required Fireman Williams on Train No. 42 to copy Train Order No. 93 at Kiowa, Oklahoma.

For such violation the Carrier shall be required to compensate Ticket Agent-Telegrapher W. L. Reynolds at McAlester, Oklahoma a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 132)

Item No. 4. At 8:55 A. M., July 19, 1961, it permitted or required Brakeman Roskob on Train No. 44 to copy Train Order No. 76 at Elsmore, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher R. G. Smothers at Erie, Kansas (in charge of Elsmore) a day's pay at the minimum rate for Telegraphers set forth in the Agreement, plus regular rate. (Claim 132)

Item No. 5. At 7:59 P. M., July 19, 1961, it permitted or required Engineer Gale on Train No. 6 to copy Train Order No. 150 at Parker, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher W. R. Ryman at Centerville, Kansas (in charge of Parker) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 132)

Item No. 6. At 5:43 A. M., July 22, 1961, it permitted or required an employe other than covered by the Agreement at Glen Park Yard, Kansas City, Kansas, to transmit a three-page consist message to Parsons, Kansas, while the telegrapher at Glen Park was off duty.

For such violation the Carrier shall be required to compensate Telegrapher A. H. Boyer at Glen Park a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 132)

12. Item No. 1. At 5:23 A. M., June 27, 1961, it permitted or required Conductor Malson on Train 2nd 42 to copy Train Order No. 41 at Durant, Oklahoma.

For such violation the Carrier shall be required to compensate Agent-Telegrapher W. H. Nix at Durant a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 133)

Item No. 2. At 12:37 A. M., July 7, 1961, it permitted or required Conductor Melson on Train No. 53 to copy Train Order No. 8 Kiowa, Oklahoma; also order No. 10 at 12:42 A. M.

For such violations the Carrier shall be required to compensate Ticket Agent-Telegrapher W. L. Reynolds at McAlester, Oklahoma a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 133)

Item No. 3. At 11:19 P. M., July 5, 1961, it permitted or required Conductor Dusenberry on Train Extra 75-A North to copy Train Order No. 155 at Durant, Oklahoma.

For such violation the Carrier shall be required to compensate Agent-Telegrapher W. H. Nix at Durant a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 133)

Item No. 4. At 9:43 A. M., June 1, 1961, it permitted or required Conductor Wiggins on Train No. 6 to copy Train Order No. 66 at Leonard, Texas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher J. S. Patterson at Leonard, Texas, a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 133)

13. Item No. 1. At 12:52 A. M., July 28, 1961, it permitted or required Engineer Redmon on Train Extra 72-C South to copy Train Order No. 2 at Pottsboro, Texas.

Item No. 2. At 1:30 A. M., July 12, 1961, it permitted or required Engineer Redmon on Train Extra 66-A South to copy Train Order No. 6 at Pottsboro, Texas.

For such violations the Carrier shall be required to compensate Agent-Telegrapher G. E. Harshbarger at Pottsboro, Texas, a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate for each violation of each of the dates specified above. (Claim 134)

14. Item No. 1. At 7:43 A. M., August 10, 1961, it permitted or required Conductor Forbes on Train No. 50 to copy Train Order No. 50 at Angola, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher C. W. Meador at Coffeyville, Kansas (in charge of Angola) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 135)

Item No. 2. At 6:48 A. M., August 5, 1961, it permitted or required Brakeman Foreman on Train No. 44 to copy Train Order No. 45 at Elsmore, Kansas.

For such violation the Carrier shall be required to compensate Agent-Telegrapher R. G. Smothers at Eric, Kansas (in charge of Elsmore) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 135)

Item No. 3. At about 8:00 A. M., August 12, 1961, it permitted or required Conductor Redden on Train Extra 94 South to copy Train Order No. 45 at Moran, Kansas.

Item No. 4. At 2:39 P. M., August 23, 1961, it permitted or required Conductor Redden on Train Extra 115 South to copy Train Order No. 103 at Moran, Kansas; also train order No. 104.

Item No. 5. At 11:30 A. M., August 29, 1961, it permitted or required Conductor Matney on Train Extra 108 South to copy Train Order No. 91 at Moran, Kansas.

For such violations the Carrier shall be required to compensate Agent-Telegrapher A. W. Redding at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, for each violation on each of the dates specified above. (Claim 135)

Item No. 6. At 7:50 P. M., August 30, 1961, it permitted or required Brakeman Sage on Train No. 50 to copy (listen to) Train Order No. 129 at Angola, Kansas, addressed to Train No. 50.

For such violation the Carrier shall be required to compensate Agent-Telegrapher C. W. Meador at Coffeyville, Kansas (in charge of Angola) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, plus regular rate. (Claim 135)

Item No. 7. At 10:05 A. M., August 31, 1961, it permitted or required Brakeman Robinson on Train Extra 94 South to copy (listen to) Train Order No. 80 addressed to Extra 94 South at Moran, Kansas.

Item No. 8. At 9:26 A. M., September 2, 1961, it permitted or required Conductor Womeldorf on Train Extra 91 South to copy Train Order No. 65 at Moran, Kansas.

For such violations the Carrier shall be required to compensate Agent-Telegrapher A. W. Redding at Iola, Kansas (in charge of Moran) a day's pay at the minimum rate for Telegraphers as set forth in the Agreement, for each violation on each day specified above. (Claim 135)

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties, which by this reference is hereby placed in evidence, provides:

"RULE 1. EMPLOYES INCLUDED

(a) These rules and working conditions will apply to Agents, Freight Agents, or Ticket Agents, Agent-Telegraphers, Agent-Telephoners, Relief Agents, Assistant Agents, where they have charge of station, take the place of or perform the work of an Agent, Telegrapher, Telephone Operators (except Switchboard Operators), Towermen, Levermen, Tower and Train Director, Block Operators, Staffmen, Operators of mechanical telegraph machines used for receiving and transmitting messages, Manager Wire Chiefs, Wire

Attached hereto and made a part hereof is copy of correspondence exchanged by the parties in handling the fourteen (14) separate claims involved on the property, Carrier's Exhibit A, Parts 1 to 14, inclusive, corresponding to the claims as numbered in the Employees' Statement of Claim.

(Exhibits not reproduced.)

OPINION OF BOARD: These claims are essentially companion to those in Award Number 14659. Reference is made to our opinion for the basis of our decision herein.

Under such authority we can sustain only the following claims: Claim 8, Item 7, Claim 12, Items 1, 3 and 4, Claim 13, Items 1 and 2. Carrier states it has paid Claims 8 (7) and 12 (1 and 3). If so, such payment is sufficient.

Claim on behalf of W. C. Tuttle, Agent-Telegrapher at Oswego, Kansas is sustained for a call. The denial on the property was based solely on the grounds that Rule 1(e) and not Rule 1(d) applied.

Claim 11, Item 1, on behalf of W. C. Tuttle is denied on the ground Carrier endeavored to locate him and found him unavailable, i.e., in church. R. page 284.

Claim 11, Item 6, is denied under the authority of Award 13718.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated in part as indicated in the Opinion.

AWARD

The Agreement was violated by Carrier only to the extent shown in our Opinion.

Claim 8, Item 7; Claim 12, Items 1, 3 and 4; Claim 13, Items 1 and 2; and Claim 9 are sustained — each for a call only. All other claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July 1966.

Fifty-four (54) of the alleged violations occurred where no agent or telegrapher is employed, all which involved copying train orders by member of train crew, except in one instance train order was copied by Trainmaster. The locations or points where these alleged violations occurred, the station or office where claimants are employed, and the distance in rail miles between such locations are as follows:

Location	Claimant's Office	Distance
Ringer, Kansas	Beagle, Kansas	8.1 miles
Parker, Kansas	Centerville, Kansas	8.4 miles
Moran, Kansas	Iola, Kansas	13.2 miles
Elsmore, Kansas	Erie, Kansas	17.2 miles
Kimball, Kansas	Erie, Kansas	8.0 miles
Angola, Kansas	Coffeyville, Kansas	10.5 miles
Kiowa, Oklahoma	McAlester, Oklahoma	16.2 miles
Phelan, Texas	Bastrop, Texas	4.9 miles

Six (6) of the eight (8) alleged violations where telegrapher is employed but was not on duty involved copying train orders by members of train crew as follows:

Part	Item	Station	Time	Date
8	7	Welch, Okla	11:37 P. M.	June 8, 1961
12	1	Durant, Okla.	5:23 A. M.	June 27, 1961
12	3	Durant, Okla.	11:19 P. M.	July 5, 1961
12	4	Leonard, Texas	9.43 A. M.	June 1, 1961
13	1	Pottsboro, Texas	12:52 A. M.	July 28, 1961
13	2	Pottsboro, Texas	1:30 A. M.	July 12, 1961

Claimants in the first three alleged violations listed above (Welch and Durant) each made claims for and were allowed a call in each of these instances as provided in Rule 1(e), and the alleged claims for payment of one day under Rule 1(d) in each of these instances are moot.

Two (2) of the eight (8) alleged violations where telegrapher is employed but was not on duty involved use of radio by the telegrapher at Parsons, Kansas, in delivering train orders to members of train crew on caboose of train enroute from Muskogee to Parsons at Oswego, Kansas as follows:

Part	Item	Station	Time	Date
9	1	Oswego, Kansas	10:26 P. M.	June 20, 1961
11	1	Oswego, Kansas	11:17 A. M.	July 9, 1961

One (1) alleged violation, Part 11, Item 6, Glen Park Yard, Kansas City, where both continuous joint telegraph service and exclusive MKT telegraph service is maintained, involved telephoning consist by yard office employee from Glen Park to North Yard, Parsons, Kansas, 5:43 A. M. July 22, 1961.

**CARRIER MEMBERS' DISSENT TO AWARD 14660
DOCKET TE-13371 (Referee Brown)**

We concur with the Majority in the denial of all claims based on Rule 1(d), at points where no member of this craft is employed, and concur in the decision that Rule 1(e) (Standard Train Order Rule), not Rule 1(d) is applicable at stations where an agent-telegrapher is employed and not on duty but who is available or can be promptly located.

We concur in the denial of Claim 11, Item 6 involving the transmission of a consist from Glen Park Yard, under authority of Award 13718.

Rule 1(d) is inapplicable if an operator is on duty within the terminal at the time a consist or message is transmitted, although not at the specific office. Awards 5, 12 and 14 of Special Board of Adjustment No. 226.

Joint employees were on duty continuously at this point; consequently, not a "closed office" within the meaning of that term as used on Rule 1(d). Award 6, Special Board of Adjustment No. 226.

In connection with claim 9, the conclusion that "The denial on the property was based solely on the grounds that Rule 1(e) and not Rule 1(d) applied" is not supported by the record, and allowing the claim on that basis is in error. Carrier's highest officer declined the claim on the basis of precedent Award 31 of Special Board of Adjustment No. 226, (R., p. 267) involving an indistinguishable situation between these parties. It was controlling, and should have been followed.

We concur with the Majority in all other respects except insofar as it allows a call at points where an employee was employed but not on duty for the reasons outlined in the dissent to Award 14656.

**W. M. Roberts
G. L. Naylor
C. H. Manoogian
R. A. De Rossett
H. K. Hagerman**