

SPECIAL BOARD OF ADJUSTMENT NO. 132

PARTIES: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 9

STATEMENT OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on November 1 and 2, 1951, it caused, required and permitted train service employees not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) train orders at Pana, Illinois, which work was and is solely reserved to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate C. A. Trout, regularly assigned second trick at Pana, for a call of two hours pay at overtime rate on November 1 and 2, 1951, because of said violations.

FINDINGS:

On the dates of claim there were two telegrapher positions at Pana, Illinois, a first trick position assigned 7 A.M. to 3 P.M. and a second trick position held by the claimant with hours from 6 P.M. to 2 A.M. A turnaround crew, operating from Springfield to Pana and return, left Pana after 2 A.M. and required orders to return to Springfield. The claimant, who had no telephone and lived approximately a little more than one-half mile from the station, had made arrangements with a taxicab company operating out of the station at Pana to call for him when necessary to respond to a call. The conductor of the crew was familiar with those arrangements and finding no cab at the station at the time when it was necessary for him to get his return running order called the dispatcher and copied his own orders directly. Claimant files claim for a call under Article 18(c) of the Agreement which provides as follows:

"When notified or called to work outside of established hours, employees will be paid a minimum allowance of two hours at overtime rate."

It is implicit in the above-quoted rule that one who seeks payment thereunder should make himself available for notification or calling. It is not necessarily required that the Operator maintain a telephone at home. Here the claimant had established an alternative arrangement for communicating with him when it became necessary for the Carrier's train crews to avail themselves of his services. It would be just as unreasonable to hold the Carrier responsible penalty-wise when that communication arrangement fails to function as it would be to hold the Carrier responsible if an Operator who maintains a telephone in his home failed to respond when called. The Carrier should not be required to suffer the delay to trains consequent upon a personal trip by the conductor or a member of the crew to call the claimant when such a trip would require walking in excess of a mile going and returning. Under the circumstances here present we find no merit in this claim.

AWARD

Claim denied.

/s/ Francis J. Robertson
Francis J. Robertson
Chairman

/s/ B. N. Kinkead
B. N. Kinkead
Employee Member

/s/ T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Md., this
26th day of April, 1957.