

AWARD NO. 28

CASE NO. 32  
SSW FILE 47-373-9

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES ) Transportation-Communication Employees Union  
TO )  
DISPUTE ) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of the Transportation-Communication Employees Union on the St. Louis Southwestern Railway, that:

1. (a) Carrier violated the Agreement between the parties on September 21, 1964, when it required or permitted Telegrapher J. E. Clary, Plano, Texas to suspend work on his assignment and to transport Train Order No. 56 and clearance from Plano, Texas to Wylie, Texas and there make delivery of said train order and clearance to trains Extra 857 South and Extra 350 South.

(b) Carrier shall compensate Mr. B. Wynn, senior idle telegrapher, for one day's pay (8 hours) for September 21, 1964.

2. (a) Carrier violated the Agreement between the parties on September 24, 1964, when it required or permitted employees not covered by the scope of the Telegraphers' Agreement, to transport train order No. 3 and clearance from Plano, Texas to Greenville, Texas and there make delivery of said train order and clearance to the crew of Train No. 318.

(b) Carrier shall compensate Mr. O. E. Godsey, regularly assigned first shift clerk-telegrapher at Greenville, Texas for a two hour call at the time and one-half rate.

OPINION OF BOARD:

Employes made two claims in their submission to the Board. The second claim has been paid by Carrier and it will not be necessary to consider that claim.

"Train Order No. 56                                      September 21, 1964  
C&E Extras 857 and 350 South at Wylie care operator  
TWO Extras 857 and 350 South have right over No. 18,  
and No. 318 Wylie to Plano and hold main track at Plano.

Complete 7:35 P.M., Clary, Operator."

Carrier contends that extra telegrapher Clary had been called to work because of washouts and derailments resulting in traffic congestion. Employees deny the existence of an emergency situation and their claim number 1 is for a day's pay for the senior idle telegrapher.

From a review of the record it is clear that an emergency situation did exist on the date in question. Extra telegrapher Clary was being properly used under the provisions of Article 10 of the agreement. Article 10 reads:

"ARTICLE 10  
"Working at Wrecks

"10-1. An employee regular or on extra board, employed at a wreck, washout, or account of other casualty, shall be paid at rate of pay established for his regular position, with a minimum of \$4.48 per day of eight hours or less, overtime at regular rates, and, in addition, shall be allowed necessary expenses while away from home station, not to exceed \$2.50 per day.

"10-2. Time shall be computed from time of leaving starting point until return thereto, except when relieved for rest or assigned to service elsewhere."



We will deny claim number one.

Claim number two should be dismissed.

FINDINGS: That the agreement was not violated.

AWARD: Claim one is denied.

Claim two is dismissed.

Don J. Harr  
Don J. Harr, Chairman

D. A. Bobo  
D. A. Bobo, Employee Member

M. L. Erwin  
M. L. Erwin, Carrier Member

Tyler, Texas  
December 28, 1966