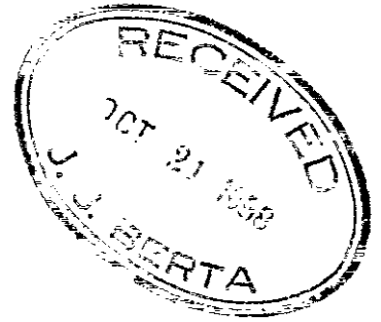


Under the
RAILWAY LABOR ACT
Special Board of Adjustment No. 226
Hearings April 9-30, 1958
Dallas, Texas
Award No. 17



PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
MISSOURI-KANSAS-TEXAS LINES

STATEMENT OF ORT CLAIM 6-27-22:

Claim on behalf of Agent-Telegrapher C. E. Bass, Bartlett, Texas for a two-hour call at the rate of time and one-half account the Agent at Granger, Texas being instructed by the train dispatcher to notify Signal Maintainer Rannals, Bartlett, on July 6, 1957, of signal trouble at Little River and Cobel, instead of utilizing Mr. Bass for this purpose; also because of Signal Maintainer copying a lineup at Bartlett at the same time notified of the signal trouble.

FINDINGS AND OPINION:

At 3:55 p.m., Saturday, July 26, 1957 a rest day for claimant at Bartlett, the Train Dispatcher at Waco called the Agent at Granger, Texas, to get hold of the Signal Maintainer at Bartlett and notify him that signals were out of order in the vicinity of Little River and Cobel. At the same time the Dispatcher gave the Agent at Granger a "line-up" message for the Signal Maintainer at Bartlett so he could go on the main line safely in his motor car.

The ORT in its presentation contends that the work performed is Scope Rule work belonging to the position at Bartlett and that, inasmuch as it was performed by "other employees" when Bartlett was a "closed office" the Agent at Bartlett is entitled to the penalty prescribed by Rule 1 (d).

Claimant appears to have submitted his claim on the basis of a "call" of 2 hours under Rule 26 (m) 11-B, requiring pay at the rate of time and on-half.

The preamble to Rule 26 (m) 11-B provides,

"Employees required to perform service on their assigned rest days....
shall be paid on the following basis....."

This rule applies to an employee who actually worked on his rest day, i.e., an employee who was "required" to work on his rest day. The Agent at Bartlett was not "required" to perform any work on his rest day and he did not in fact work on the day in question. This rule, therefore, is not the basis of pay for the Agent at Bartlett, if he is entitled to pay for the work performed.

The need to call the Signal Maintainer at Bartlett to go at once to perform emergency signal repair work and the "line-up" he himself needed to go on the main line safely comprise important communications work related to movement of trains. It belonged under the Scope Rule at Bartlett. Since Bartlett was a "closed office" at the time the emergency work was performed by "other employees" we hold that Rule 1 (d) applies. If this emergency work belonging to the position at Bartlett had been performed by "other employees" during a "closed office" period on a work day for the Agent at Bartlett there could be no doubt of the applicability of Rule 1 (d). We see no difference between performance of such work on the Agent's rest day or during a "closed office" period on a day he worked. Bartlett would be a "closed office" in either case.

Obviously, if the Carrier had called the agent at Bartlett and thereby "required" him to work on his rest day, Rule 26 (m) 11-B would apply for a "call" of two hours at the rate of time and one-half. But the Carrier performed the work under circumstances within the purview of Rule 1 (d).

AWARD:

Claim sustained for 8 hours at the minimum telegrapher's rate.

/s/ Daniel C. Rogers
Daniel C. Rogers, Chairman
Fayette, Missouri

/s/ W. I. Christopher
W. I. Christopher, Employee Member
Deputy President, O. R. T.
3860 Lindell Blvd.
St. Louis 8, Missouri

/s/ A. F. Winkel
A. F. Winkel, Carrier Member
Ass't. General Manager
Missouri-Kansas-Texas Lines
Dallas, Texas

Dallas, Texas

August 1, 1958