

Under the  
RAILWAY LABOR ACT  
Special Board of Adjustment No. 226  
Hearings April 9-30, 1958  
Dallas, Texas  
Award No. 7



PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS  
MISSOURI-KANSAS-TEXAS LINES

STATEMENT OF CLAIM:

Group 2 ORT Claim No. 9 is in behalf of Frank Hill, Tulsa, Oklahoma for eight (8) hours' pay at the minimum rate for telegraphers account Assistant Superintendent R. R. Bishop using telephone at Muskogee, Oklahoma, at 4:35 p.m., May 30, 1957, in violation of Rule 1 (a) and 1 (d) to call Dispatcher Burnett at Parsons to call Extra North out on Tulsa Branch and to call out Operator at Tulsa to take care of Extra 1505 South at Tulsa. At 4:42 p.m. Bishop called Clerk at Tulsa, located at the telegraph office, and the Clerk reported that Extra 1505 South departed Tulsa about 3:30 p.m.

FINDINGS AND OPINION:

Rule 1 (a), the Scope Rule, does not guarantee any specifically described communications work to the ORT employe at a given station or position.

With the advent of the telephone to the railroads the Carriers were able to adapt its easy use to perform new and improved services. It could be used to perform the Carriers' communications services more flexibly and more economically. It would violate rules of construction to hold that all of the new and more flexible communications services belong to the ORT employes, exclusively. Thoughtful consideration of the far reaching effects of such a holding proves its error. It would put the carriers in a communications straight jacket.

The communications work performed by Assistant Superintendent Bishop at Muskogee, as described in the claim and in ORT exhibit No. 71, is Scope Rule work, undoubtedly, but is not the kind of Scope Rule work which belongs to ORT employes, exclusively.

First, it appears that Mr. Bishop had a "back and forth" discussion with the train dispatcher at Parsons about an extra that was about ready to move north out of Muskogee on the Tulsa branch. This conversation included the planning for calling the Extra. It could best be effected by the officer and the dispatcher speaking directly to each other.

Although the statement of the claim includes a statement about the conversation between Mr. Bishop and the dispatcher, the claim is not actually based upon such conversation. It is based upon the fact that the Assistant Superintendent, while planning for the Extra North on the Tulsa branch, communicated with a clerk at Tulsa.

In order to move the Extra North out of Muskogee against Extra 1515 South, Mr. Bishop first intended to give the telegrapher at Tulsa a "call" to perform train order work. But when he contacted the clerk at Tulsa he learned that Extra 1505 South had left Tulsa about 3:30 p.m. Thereupon he decided to allow Extra 1505 South to "come in for the 202C-North." It was not necessary therefore to put in a "call" for train order assistance at Tulsa.

Mr. Smith contends he is entitled to pay for a "call" for 8 hours on account of the work performed by the clerk at Tulsa who gave the Assistant Superintendent the report on Extra 1505 South.

Under the circumstances of the planning by an official of the Carrier for moving the Extra North out of Muskogee, we find that the incident of his learning from the clerk at Tulsa that Extra 1505 South had already left Tulsa was permissible under the Scope Rule and therefore did not violate Rules 1 (d) or 1 (e).

AWARD:

Claim denied.

/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