

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21671
Docket Number CL-21464

Robert J. Ables, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers
(Express and Station Employes
(
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7998) that:

(1) The Carrier violated the Agreement between the parties when on the dates of July 3 and 4, 1973, it required and permitted Signal Maintainers, employees not covered thereby, located at Rocks, Maryland, on six (6) occasions to "OS" (report passing) of trains by use of telephone for the purpose of blocking trains, and

(2) The Carrier as a result, shall compensate qualified Clerk-Operator G. L. Snoots three (3) hours pay for each of the six (6) incidents occurring on July 3 and 4, 1973.

OPINION OF BOARD: Claimant was regularly assigned as Block Operator on the third shift at Carrier's "WB" Tower, Brunswick, Maryland. During the third shift on July 3, 1973, which extended from 11:00 P.M., July 3, to 7:00 A.M. July 4, 1973, Signal Maintainers were called to make repairs to a signal code line at "Rocks," a location 6.8 miles east of "WB" Tower. While making these signal line repairs, it was necessary for the Signal Maintainers to communicate by telephone with the claimant Block Operator about the movement of trains by "Rocks."

Claimant contends that employes not covered by the Rules Agreement on the property were required "on six (6) occasions to 'OS' (report passing) of trains by use of telephone for the purpose of blocking trains." Petitioner argues that the Scope Rule and Rule 65 were violated by the action of the Signal Maintainers.

Rule 65 provides (in pertinent part):

"Train Orders - Clearance Forms - Blocking
Trains.

"Copying train orders, clearance forms or
block trains at stations where an employee
qualified to do so under this agreement is
employed will be confined to such employee
(provided he is available and can be promptly
located).

"When such an employee is not used in conformity with this rule he shall be promptly notified by Chief Dispatcher and paid three hours at pro rata rate. This rule does not apply to Train Dispatchers performing such duties at/or in the vicinity of the dispatcher's office location in the normal course of their regular duties.

"Except in emergencies, when employees not covered by this agreement are required to copy train orders, clearance forms or block trains at a location where no qualified employee covered by this agreement is employed, the proper qualified employee at the closest location where a qualified employee covered by this agreement is employed shall be promptly notified by Chief Dispatcher and paid three hours at pro rata rate."

The crux of this dispute is the allegation by the claimant that the "use of telephone for the purpose of blocking trains" violated Rule 65.

Issues very similar to the one involved in this case were handled and decided by this Division in Award Nos. 21074 and 21326. Each of these prior Awards involved the same parties and the same Rules. In each of these prior Awards, the functions which are necessary to "block a train" as outlined in Award No. 12768 were repeated and reinforced. From the record in this case, it is apparent that the Signal Maintainers played no part whatever in the decisions to move the trains in question. They did not block the trains.

We can find nothing in this record to support the position that the Rules cited were violated. The claim must, therefore, be denied.

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 Employes involved in this dispute are respectively Carrier and employes 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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1977.