

SPECIAL BOARD OF ADJUSTMENT NO. 355

Award No. 111  
Case No. None  
(BU 7989-33)

Parties:

THE ORDER OF RAILROAD TELEGRAPHERS  
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 111

STATEMENT

- OF CLAIM: 1. Carrier violated the Agreement between the parties when on December 9, 1960, it failed to call and use Operator E. E. Rikken to fill a vacancy on the third trick at Moorefield, Indiana.
2. Carrier shall be required to compensate E. E. Rikken in the amount of a day's pay (8 hours) at the time and one-half rate for December 9, 1960.

FINDINGS: The Carrier's position in this claim is:

"On Friday, December 9, 1960, Extra Operator Roberts was scheduled to protect the third trick operator position at Moorefield. Extra Operator Roberts failed to report for duty at 11:00 p.m., on this date, and the Chief Train Dispatcher contacted his residence and was advised that Mr. Roberts had taken a member of his family to the hospital for emergency and would protect assignment as soon as possible. The second trick regular operator remained on duty.....Mr. Roberts had not reported for work as of 11:45 p.m., and the Chief Dispatcher advised the second trick operator that he would be relieved at midnight since all trains were cleared. It was expected Mr. Roberts would report for work shortly. However as of 2:30 a.m., he had not yet reported and the job was then blanked for the balance of the trick, or until 7:00 a.m., when the regular first trick operator reported for duty."

These four points are self evident:

1. Extra Operator Roberts was scheduled to report for work at 11:00 p.m. He did not report; nor did he send any word to the Carrier.
2. When he failed to report on time, Carrier telephoned his home to learn he had to take a member of his family to the hospital in an emergency, but he would be an hour or so late.
3. Carrier retained the second trick operator until 11:45 p.m. when he was released because all trains were cleared.
4. When at 2:30 a.m., Roberts had not reported for work, the Carrier blanked the office until the first trick operator came on duty at 7:00 a.m..

Carrier was trying to protect the absent Operator because it was advised he was involved in a hospital emergency with some member of his family.

We can find no fault with what was done under these circumstances; nor can we now sustain a claim that the Carrier's action violated the Agreement.

A W A R D

Claim denied.

/s/ Edward A. Lynch  
Edward A. Lynch

/s/ R. K. Anthis  
R. K. Anthis, Employee Member  
Dated at Baltimore, Maryland,  
this 16th day of April, 1963.

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