

SPECIAL BOARD OF ADJUSTMENT NO. 355

PARTIES:

THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

CAR. FILE: 1032
COM. FILE: A-1815
GR. DIV. BU-6827-33
CASE NO. 241

AWARD IN DOCKET NO. 241

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties when on March 7, 9, 10, 11, 12, 13, 14, 15, 1957 and on subsequent dates it requires or permits yardmasters, switchtenders or others outside the agreement to block trains both directions from Knoxville, Maryland and issue written permits in lieu of Form A for movements against the current of traffic.
2. Carrier shall compensate an idle operator in the amount of a day's pay (8 hours) on each date such violation occur.

FINDINGS:

In our Award No. 149 we said that "what we have is a situation where a yardmaster, in the performance of his duties, reaches a point where he is actually blocking trains. A sustaining award is required."

The facts here are not in dispute. It is charged that in addition to their duty to operate hand : thrown switches, the switchtenders "also use the telephone to establish a block between Knoxville and Weverton, or between Knoxville and "WB" tower, and to report trains clear of the block; also to copy on a mimeographed form a written permission from the yardmaster for clearance to proceed against the current of traffic."

The throwing of ground switches is not involved in this claim. Carrier's reliance on our prior awards on that specific point is of no help to its position in this case. Neither does this involve a member of a train crew telephoning an operator.


Thus, we are confronted with what amounts to the blocking of trains, similar to that in Docket No. 149.


A W A R D

Claim sustained for dates specified; and on subsequent dates, only where supported by factual data.


Edward A. Lynch

Chairman


C. R. Pressly
Employee Member


E. E. Platt
Carrier Member