

CAR. FILE: 2523
COM. FILE: A-3313
GR. DIV. BU-8611-33
CASE NO. 281

SPECIAL BOARD OF ADJUSTMENT NO. 355

PARTIES:

THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 281

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties when, on March 4, 5, 6, 7, 13, 19, 23, 25, 26, 27, 28, 1961 it required or permitted employees not covered by said Agreement to transmit and/or receive messages and other communications at East Salamanca, New York from other employees not covered by said Agreement located at Punxsutawney, Pennsylvania.
2. Carrier shall compensate the following operators in the amount of one day's pay (8 hours) for each date set forth after their respective names:

A. N. Johnson	March 6, 7, 27, 28, 1961
S. M. Shaffer	March 18, 19, 25, 1961
A. G. Brehm	March 23, 1961

FINDINGS:

Involved here are claims of alleged contract violations on ten dates in March of 1961.

One alleged conversation (March 18, 1961) took place between the Shop Foreman and a clerk in the Master Mechanic's office at Punxsutawney. On the basis of our prior Awards, this claim will be sustained.

The remaining claims are predicated on phone conversations between the Chief Dispatcher and a dispatcher. Under our prior Awards, the use of the telephone by a Carrier officer not covered by any rules agreement (Chief Dispatcher) is permissible so long as he does not block trains, handle train orders or messages of record. (Awards Nos. 34, 73, 196/2, 196/3 and 229, among others.)

It is argued by the Carrier that much of the information here subjected to claim "was plainly prospective information...The calling time based on the balance of the conversation was certainly prospective in nature and certainly did not indicate the time the crews were actually called, or the time the train departed the terminal. We agree.

The Chief Dispatcher is not restricted in his use of the telephone, except as already noted; and he most certainly has the right to call a dispatcher or anyone else to seek prospective information and to discuss with them information that is necessary

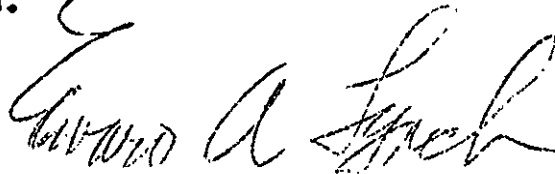
- 2 -

in the discharge of his duties and responsibilities. If he must know what time a certain train tied up, or is going out; or the availability of motive power or manpower he has a right to secure it, as he did, for his own use.

We have examined all the Organization's alleged "messages," and with the exception of the claim for March 18, 1961 all the subject conversations do not constitute the blocking of trains, handling of train orders or messages of record within the meaning and intent of the prior interpretations of this Board.

A W A R D

Claim for March 18, 1961 sustained; all other claims denied.



Edward A. Lynch
Chairman


C. R. Pressly
Employee Member

Assenting on
Signed 10/10/64


E. E. Plitt
Carrier Member

Dated at Baltimore, Maryland
this 16th day of September, 1964.