

SPECIAL BOARD OF ADJUSTMENT NO. 355

Parties: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on April 30, May 7, 8, 9, June 7 and 12, 1957, Track Foremen, not covered by the Telegraphers' Agreement, secured information over the telephone at Piedmont, West Virginia, from the operator at West Keyser, West Virginia, ten or more times on each date listed concerning the disposition of Tie Tamper PB 107, and on June 17, 21, 24, 25, 26, 27, 28, July 1, 2 and 3, Section Foreman, employees not covered by the Telegraphers' Agreement, copied track car lineups, Form 1089-D, at Piedmont over the telephone from the operators at West Keyser.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each date listed.

FINDINGS:

The claim for April 30, 1957 is barred by the Time Limits rule. The balance of the claim is properly before us.

As to the substance of the claim, we shall treat with it in two parts:

- (1) Carrier violated the agreement between the parties hereto when on May 7, 8, 9, June 7 and 12, 1957, Track Foremen, not covered by the Telegraphers' Agreement, secured information over the telephone at Piedmont, West Virginia, ten or more times on each date listed concerning the disposition of Tie Tamper PB 107.
- (2) Carrier violated the Agreement between the parties hereto when on June 17, 21, 24, 25, 26, 27, 28, July 1, 2 and 3 Section Foremen, employees not covered by the Telegraphers' Agreement, copied track car lineups, Form 1089-D, at Piedmont over the telephone from the operators at West Keyser.

With respect to part (1) of the claim we find as follows:

We are concerned here with the use of the telephone -- and in some cases a portable telephone -- at a point where an operator position existed since July 1, 1928.

The type of work here involved is that type of work covered by the second paragraph of the Interpretation to Article 34:

"This interpretation is not intended to change existing practice of Maintenance of Way men obtaining such information (regarding location of trains, etc.), by telephone when it is necessary to open the track for maintenance, repairs, etc."

It is the type of work involved in five claims before Special Board of Adjustment No. 132 and covered by that Board's Awards 72, 80, 86, 87 and 90.

We will follow that Board's action and decline this part of the claim because Carrier's acts were fully permissible under the "Interpretation to Article 34."

With respect to part (2) of the claim as we have outlined it, we find as follows:

This portion of the claim involves the copying of track car lineups, Form 1089-D.

We will follow our Awards in Dockets 7, 9 and 10 and sustain part (2) of the claim.

A W A R D

Part (1) of the claim, as we have outlined in our Findings, is denied for the reasons therein cited.

Part (2) of the claim, as we have outlined it in our Findings, is sustained for the reasons therein cited.

/s/ Edward A. Lynch
Edward A. Lynch
Chairman

/s/ B. N. Kinkead
B. N. Kinkead
Employee Member

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

Dated at Baltimore, Maryland,
this 22nd day of January, 1962.

