

AWARD NO. 34
CASE NO. 36
ORT NO. 2954

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 34

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties hereto when on April 24, 1957, it caused, required and permitted the yardmaster and yard clerks at Whitcomb Yard, Indiana, employees not covered by the Telegraphers' Agreement, to communicate directly with the train dispatcher over the telephone and received information of record from him concerning the movement of trains, which said information was essential to the proper operation of the yard, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) because of said violation of April 24, 1957.

FINDINGS:

Article 31 of the predecessor agreement between these parties was changed in the current agreement. It now appears as Article 36 and deals with the additional right of Carrier to have persons not coming within the scope of the Telegraphers' Agreement "operate machines or other devices for transmitting or receiving information directly to or from telegraph offices in the same terminal," in the manner and under the circumstances there described, as well as with the use of printing telegraph machines or similar devices by telegraphers for transmitting and receiving "information or communications of record x x x."

The next succeeding paragraph of this Article states:

- (a-2) "None of the foregoing applies to the handling of train orders or Forms A or any communication with a train dispatcher."

The claim before us in this docket is that Carrier permitted employees not covered by the Telegraphers' Agreement to communicate directly with the train dispatcher over the telephone and receive information of record from him concerning the movement of trains. It is the Organization's position that Article 36 (a-2) proscribes "any communication with a train dispatcher."

It is Carrier's position that under Article 36 (a-2) it (the Carrier) may not permit its expanded right to the use of printing telegraph machines or similar devices for "the handling of train orders" or Forms A or any communication with a train dispatcher."

Carrier's position, further, is that Article 36 should be viewed with Article 35, which, it claims, permits it to require trainmen or other employees to use the telephone for any purpose other than "blocking trains, handling train orders or messages except in case of such emergencies as interruption or suspension

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"of service by reason of wrecks or the forces of nature or where life is endangered." Under such exception the use of the telephone is limited.

Carrier's position, further, is that the first sentence of Article 35 of the current agreement is identical with the first sentence of the same Article in the preceding agreement:

"It is not the disposition of the Railroad to displace operators by having trainmen or other employees operate the telephone or other devices for the purpose of blocking trains, handling train orders or messages x x x".

And the Carrier asserts the continued use of this language means that it may require employees to use the telephone for any purpose other than the three proscribed above -- blocking trains, handling train orders or messages -- without violating the agreement. The Carrier views the word "messages" as meaning messages of record.

This is the first of many similar claims pending before this Board.

Organization's evidence here is what purports to be a verbatim transcript of the telephone conversation comprising the particular claim. Yet, it is a reconstruction, on the part of the Organization, of a telephone conversation between two people that was monitored or over heard.

Such evidence, per se, does not constitute proof that these conversations were "messages of record" as understood on this property.

We believe the conversations here involved to be conversations between employees and the dispatcher which are necessary in the performance of the work of these people; clearly they were not blocking trains, handling train orders or messages of record. They were permissible conversations.

A W A R D

Claim denied.

/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 20th day of February, 1962.