

SPECIAL BOARD OF ADJUSTMENT NO. 355

Parties:

THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

Award No. 41
Case No. 62
BU 5760-33

AWARD IN DOCKET NO. 41

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties when on January 26, 1957 it required or permitted an employe not covered by the Agreement to receive a message at Bridgeport, West Virginia.
2. Carrier shall compensate an idle operator in the amount of a day's pay (eight hours) on January 26, 1957.

FINDINGS:

This is another case involving a claim under Article 36 (a-2).

It is stated here by the Organization that on the date and at the hour in question the Conductor of a work train not engaged in revenue service

"copied a message addressed to Ditcher Engineer Swearingen, advising him that he would be called at 6:00 a.m., the following day to work the Berryburg Branch. It was signed by his superior officer, who received a copy for the Conductor and delivered it to the Ditcher Engineer."

Carrier's defense is that "the superintendent wrote us on it, and he said that there was no record of any message being issued to the Ditcher Engineer at Bridgeport." The Carrier makes no specific denial of the Organization's claim that the telephone was used to "copy a message" or that the engineer "was notified by telegram to go there x x x."

Carrier does admit that the Ditcher Engineer was scheduled and did work on the Berryburg Branch at 6 o'clock the following morning.

We think the evidence here supports the Organization, that the message here involved was a message of record. The claim will be sustained.

A W A R D

Claim sustained.

/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.