

AWARD NO. 46
CASE NO. 100
(BU-5798-33)

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 46

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties when on March 2, 1959, it required or permitted an employee not covered by the Agreement at Ravenswood Works, West Virginia, to transmit direct to the train dispatcher.
2. Carrier shall compensate Operator F. I. Dorworth in the amount of a day's pay (eight hours) on March 2, 1959.

FINDINGS:

The question before us is this: did the conductor give the dispatcher the "consist" of his train when he told him by phone that his "train was in clear on that track at approximately 11:30 p.m., giving the number of cars he would have into Parkersburg and advising that he had cleared Hartford and Baden sidings"?

Carrier here contends this information "was of no use to the train dispatcher and he had not been instructed to call from the Kaiser Storage Track x x x."

In our Docket No. 44, on which we rendered a sustaining award, Carrier acknowledged the dispatcher called a yard clerk over the telephone x x x "and secured the consist x x." The information transmitted was "66 loads, 2677 tons. 4 Clarksburg, 150 tons. 62 loads, 2527 tons east."

We think the information here was consist information. It certainly was of use to the dispatcher, as Organization argument before this Board indicates, to know the number of cars he would have in order to determine the track on which the train would go to Parkersburg. It would also be made a matter of record.

This 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.