

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 3

STATEMENT

OF CLAIM: 1. Carrier violated the agreement between the parties hereto when on March 16, 17 and 18, 1951, inclusive, it caused, required and permitted train service employees not covered by the Telegraphers Agreement, to handle (receive, copy and deliver), train orders at Wolf Summit, West Virginia, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate the senior idle telegrapher (extra in preference) for one day's pay (8 hours) on each date shown above. -

FINDINGS: On March 15, 1951 Centralized Traffic Control was placed in service from J Tower, Clarksburg, on the East to the east switch at Salem on the West. At that time Wolf Summit was discontinued as a train order station and the second and third tricks were abolished. An AOB position at Wolf Summit was retained with hours from 8 A.M. to 5 P.M.

On March 16 at 2.42 P.M., March 17 at 10.33 P.M., and March 18 at 3.23 A.M., a member of crew of train operating on the newly installed CTC territory copied train orders at Wolf Summit when the signal at that point failed, which orders authorized them to proceed to J Tower. Carrier pleads the Emergency exception in Article 35.

The record reveals that for the first 3 days following the installation of the CTC system there were occasional signal failures along the territory covered by that operation. It further shows that the Carrier maintained an around-the-clock force of signal maintainers in the territory and that an official force was also on hand in anticipation of possible signal failures.

It is a fair inference from the Carrier's actions that signal failures were anticipated during the first two or three days of the new operation. In other words, they were reasonably foreseeable consequences of the new installation. It is axiomatic that one cannot plead his own lack of reasonable foresight as an emergency. With the reasonable probability that there would be signal failures during the first few days of the new operation it was reasonably foreseeable that there would be a need for train orders to move trains held up because of signal failure. Under the circumstances the Agent-Operator at Wolf Summit should have been called to copy the train orders involved. Such finding, however, is not intended to reflect any views with respect to whether or not signal failure in CTC territory where the operation has been in effect for a longer period constitutes an emergency.

The claim will be sustained on behalf of the Operator at Wolf Summit for separate calls on March 17 and March 18, 1951. Under the peculiar circumstances herein involved no claim will be allowed for March 16, 1951 inasmuch as the train order was copied during the assigned hours of the Operator's position.

AWARD

Claim (1) Sustained; Claim (2) sustained to extent indicated in Findings.

S/ Francis J. Robertson  
Francis J. Robertson,  
Chairman

S/ B. N. Kinkead  
B. N. Kinkead,  
Employee Member

S/ T. S. Woods,  
T. S. Woods,  
Carrier Member

Dated at Baltimore, Maryland this 24th day of April, 1957.