

SPECIAL BOARD OF ADJUSTMENT NO. 355

CAR. FILE: 2662  
COM. FILE: A-3452  
GR. DIV. BU-9371-3  
CASE NO. 242

PARTIES:

THE ORDER OF RAILROAD TELEGRAPHERS  
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 243

STATEMENT  
OF CLAIM:

1. Carrier violated the Agreement between the parties when on January 13, 1962, it required or permitted an employee not covered by the Agreement to copy a train order at Triadelphia, West Virginia.
2. Carrier shall compensate M. L. Wolfe in the amount of a day's pay (eight hours) on January 13, 1962.

FINDINGS:

We do not believe a train which operates from Point A to Point K and sets out, and/or picks up cars at one or more points enroute to be a "switching crew primarily engaged in revenue service," within the meaning and intent of Article 35 which grants to such crew the right to use the telephone, at the ends of passing sidings or spur tracks where no operator position has existed since July 1, 1928, to communicate with the nearest operator on duty.

It is not sufficient for the Carrier to argue that some of the cars handled by the train in question "actually involved some kind of switching;" or that some of the cars "were actually picked up by that train as a result of switching, etc."

We will follow our Award in Docket No. 130, which reversed the Award in Docket No. 26, and will issue a sustaining award here.

A W A R D

Claim sustained

*Edward A. Lynch*  
Edward A. Lynch  
Chairman

*C. R. Pressly*  
C. R. Pressly  
Employee Member

*E. E. Platt*  
E. E. Platt  
Carrier Member

Dated at Baltimore, Maryland  
this 16th day of September, 1964.