

SPECIAL BOARD OF ADJUSTMENT NO. 355

CAR. FILE: 2752  
COM. FILE: A-3542  
GR. DIV. BU-9135-33  
CASE FILE: 248

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

AWARD IN DOCKET NO. 248

STATEMENT OF CLAIM: 1 - Carrier violated the Agreement between the parties when on December 4, 1961, it required or permitted an employee not covered by the Agreement to transmit a message from Simpson Tunnel.

2 - Carrier shall compensate Operator E. E. Aurand in the amount of a day's pay (8 hours) on December 4, 1961.

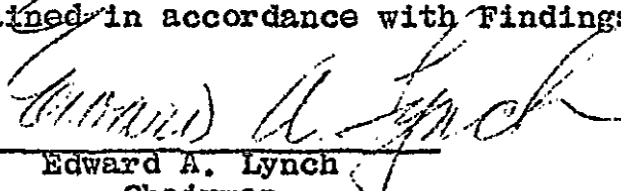
FINDINGS: The license which Article 35 bestows on Carrier personnel in the use of the telephone in the emergency situations there described is specifically limited by the Article "until an employee covered by this Agreement can be made available."


Such restriction imposes a responsibility solely on the Carrier to make an operator available. A lapse of 2 hours and 41 minutes occurred between the original call reporting a broken rail, and the second call reporting repairs completed.


There being no evidence of even an attempt on Carrier's part to make an operator available, a sustaining Award is required for the second call. The original call reporting the rail was permissible.

A W A R D

Claim sustained in accordance with Findings.

  
Edward A. Lynch  
Chairman

  
C. R. Pressly  
Employee Member

  
E. E. Plitt  
Carrier Member

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