

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 261

STATEMENT OF CLAIM: 1 - Carrier violated the Agreement between the parties when on February 10, 1960, it required or permitted an employee not covered by the Agreement to handle a train order at Harris Ferry, W. Va.

2 - Carrier shall compensate Operator J.E. Kelbaugh in the amount of a day's pay (8 hours) on February 10, 1960.

FINDINGS: In our Findings in Docket No. 83 we said that Article 35, "among other things, permits employees other than telegraphers to use the telephone in an emergency, caused by the forces of nature, interrupting or suspending service." It says, we noted, "such use of the telephone may only be continued until an employee covered by this agreement can be made available."

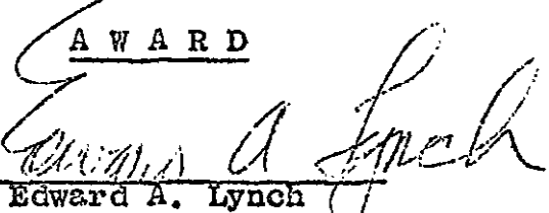
There is no question that Carrier here was confronted with heavy rain falling for several days which derailed the diesel and nine cars of Train 92. The derailment also knocked the telephone lines down.

Under such circumstances we find no rules violation in Carrier's use of the telephone to annul a meet order which had been issued for Train 93, which had already departed, and the wrecked Train 92.

The phone was used once. There was no "continued" use of the phone, and, as we said in Award 83, "there being no continued use of the phone, there can be no violation."

A W A R D

Claim denied.


Edward A. Lynch
Chairman


C. R. Pressly
Employee Member


E. E. Plitt
Carrier Member

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