

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

STATEMENT  
OF CLAIM:

1. Carrier violated the Agreement between the parties when on November 12, 1958, it required or permitted the Supervisory Agent at Johnstown, Pennsylvania, to transmit and receive messages at a time when the Operator was not on duty.
2. Carrier shall compensate M. O. Barnes, Operator, Johnstown, in the amount of a minimum call payment.

FINDINGS:

The pertinent question here is: when Supervisory Agent Diehl, in response to a telephone request from Bethlehem Steel Corporation, telephoned the operator at Rockwood outside the assigned hours of the operator at Johnstown to secure information as to the arrival there of any ore or limestone destined for Bethlehem, was he transmitting a "message" within the interpretation given that word in the Agreement?

We think not for three reasons:

1. We have already held use of the phone to secure information as to the arrival or time of arrival of a train was in the category of permissible conversation.
2. The information here involved was not, in our judgment, a message of record.
3. The information was for the sole benefit of the consignee.

As we did in our Award in Docket No. 70, we will do here. A denial award is in order.

A W A R D

Claim denied.

/s/ Edward A. Lynch  
Edward A. Lynch  
Chairman

/s/ B. N. Kinkead  
B. N. Kinkead  
Employee Member Dissenting

/s/ T. S. Woods  
T. S. Woods  
Carrier Member

Dated at Baltimore, Maryland,  
this 20th day of February, 1962.