

CASE NO. 99
AWARD NO. 75
ORT FILE BU 5797-33

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 75

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties when on January 9, 11, 15, 18 and 21, 1959, it required or permitted employees not covered by the Agreement to transmit and receive messages at Johnstown, Pennsylvania.
2. Carrier shall compensate the occupant of the operator position at Johnstown, Pennsylvania in the amount of a minimum call payment on January 9, 11, 15, 18 and in the amount of two minimum call payments on January 21, 1959.

FINDINGS:

There are a number of occasions where use of the telephone on January 9, 11, 15, 18 and 21, 1959 are made subject of claims. We will treat with each separately.

January 9. Section foreman reporting to Somerset Tower that "broken rail (at East Windber) is okay."

The section foreman had been directed to go to East Windber that morning to repair a broken rail. When a rail is broken, and while a broken rail is under repair, such track is certainly not available to normal traffic. We held in our Award in Docket No. 65 that conversations of this type are specifically sanctioned by the second paragraph, Interpretation to Article 34. We will do likewise with respect to this call on January 9, 1959.

January 11. Supervising Agent's exchange of information with Yardmaster Schaffer at Somerset.

We believe the information involved here to fall within our interpretation of a "message" and a sustaining award will be made for this claim.

January 15. Call from Bethlehem Steel Company watchman to Yardmaster at Somerset that a large boulder was on the track; and specifically the relay of this information by the Yardmaster at Somerset to the Operator at Somerset Tower.

This claim is devoid of merit and requires a denial award.

January 18. This was a Sunday call to the Supervising Agent at Johnstown to inquire how many gondolas would be available for loading the following day.

As we did in our Award in Dockets Nos. 70 and 74, we will deny this portion of the claim for the reasons therein set forth. The balance of the reported conversation, giving direction as to the movement of trains, requires us to sustain the claim for January 18. A sustaining award will be made.

January 21. Two phone calls were made on Carrier's telephone. A train service employee residing at Rockwood stood for service on 11:00 p.m. turn at Johnstown. The Yard Clerk at Johnstown called the operator at Rockwood at 4:11 p.m. on Company phone and asked him to call this employee for 11:00 p.m. When, at 10:15 p.m., the Yard Clerk had received no confirmation the call had been accepted, he again called the operator at Rockwood to ascertain the status of the call.

We believe these two calls were made (1) to call the train service employee for work at 11:00 p.m., and (2) to verify that the call was accepted, for such information is a matter of record, and consequently "a message."

As we did in our Award in Docket No. 41, we will do here and sustain the two claims for January 21, 1959.

A W A R D

Claims for January 11, 18 and 21 are sustained; those for January 9 and 15 are denied.

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

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

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

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

