

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 20

STATEMENT  
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on May 27, 1948, it caused, required and permitted train service employees not covered by the Telegraphers' Agreement to handle (receive, copy and deliver) train orders at North Harvey Tower, Chicago, Illinois, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.

2. Carrier be required to permit a joint check of its records to determine the number of violations occurring subsequent to the foregoing date.

3. Carrier be required to compensate the senior idle telegrapher (extra in preference) for one day's pay (8 hours) on the date shown above, and on all subsequent dates on which a joint check of records shows agreement to have been violated.

FINDINGS:

This claim arises because a Dispatcher apparently refused to give an operator orders for a work train and directed the operator to put the conductor of the work train on the telephone. The conductor received and signed for the orders involved.

There is no rule comparable to Article 35 of the B. & O. Agreement appearing in the B. & O. C. T. Agreement. The B. & O. C. T. is entirely a yard operation. The record establishes without conflict or contradiction that for many years under agreements containing an identically recorded scope rule train crews on the B. & O. C. T. have been copying train orders direct from the Dispatcher. The Third Division, National Railroad Adjustment Board in its Award 1822 denied a somewhat similar claim where a switchtender handling ground switches performed practically the identical type of work here complained of. Further, there is ground for belief that the employees concurred in the position of management in denying this claim. It was initially denied by the Carrier's highest officer on September 7, 1949, later changed with the said officer's consent, evidenced by letter of November 2, 1951, from a call to a day for an idle operator and not further handled until this Board was created. All of these factors point to the conclusion that the claim is without merit and should be denied.

Although we have found no violation of the Agreement in this case, under the circumstances here present we see no reason why the Dispatcher should not have given the order to the Operator for delivery to the train crew.

AWARD

Claim (1), (2) and (3) denied.

/s/ Francis J. Robertson  
Francis J. Robertson  
Chairman

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

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

Dated at Baltimore, Md., this  
26th day of April, 1957