

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 54

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when commencing on or about September 1, 1950, and continuing until the present time, it caused, required and permitted yardmasters at Pittsburgh Yard, Pennsylvania, to block trains by reporting all trains, light engines and yard engines clear of the main track to the operators at Laughlin Junction before reverse movements could be made between Laughlin Junction and Pittsburgh Yard, and by causing, requiring and permitting members of train and engine crews to block trains, handle (receive, copy and deliver) Forms A (clearance cards) from the operators at Laughlin Junction, 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 September 4, 1950.
3. Carrier be required to compensate the senior idle telegrapher or telegraphers (extra in preference) for one day's pay (8 hours) for a sufficient number of idle telegraphers to have handled the business at Pittsburgh Yard in each twenty-four hour period in accordance with our agreement to have eliminated the violations complained of on each and every date on which a joint check of Carrier's records shows agreement to have been violated.

FINDINGS:

Prior to September 1, 1950, practically all movements on main tracks in Pittsburgh Yard were made under authority from the yardmasters. After that date instructions were issued transferring jurisdiction over main tracks in that area to the dispatcher. Operators at Laughlin Junction, 2.9 miles east of Pittsburgh, were instructed to ascertain from the yardmaster at Pittsburgh that main tracks were clear of yard engines, light engines and trains before delivering orders to reverse trains between Laughlin Junction and Pittsburgh. Under a similar directive crews of light engines returning from Pittsburgh to Glenwood or other points were required to call the operator at Laughlin Junction to secure Form "A". There has been no telegrapher's position at Pittsburgh Yard since late in 1914.

There is no showing that the yardmaster kept any record of his conversations with the operator or in any way reported or recorded the arrival of trains reversed between Laughlin Junction and Pittsburgh. It is not violative of the Telegraphers' Agreement for a yardmaster to communicate with the nearest operator within terminal limits or for the nearest operator to communicate with the yardmaster by telephone in order to properly or efficiently perform their respective assigned duties. (See our Award in Docket 61). We can find no basis for holding that the Telegraphers' Agreement was violated merely because the carrier required the operator to ascertain from the yardmaster that yard tracks were clear of yard engines or trains before reversing trains between Laughlin Junction and Pittsburgh.

With respect to light engine crews receiving permission from the operator at Laughlin Junction to leave Pittsburgh, we find no violation in such use of the telephone for reasons which we have set forth in paragraph 2 of our Findings in Award No. 65.

AWARD

Claim denied.

s/Francis J. Robertson
Francis J. Robertson
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 23rd day of August, 1957

