

SPECIAL BOARD OF ADJUSTMENT NO. 132

PARTIES:

THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 63

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on December 27, 28 and 29, 1951 - January 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, 1952, it caused, required and permitted train service and other employees not covered by the Telegraphers' Agreement to handle (receive, copy and deliver) train orders, Forms A (Clearance cards) and messages of record to Flemington, West Virginia and the immediate vicinity, which work was and is solely reserved 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 dates.

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

FINDINGS:

Flemington, W. Va., is located about midway between Carrier's Clarksburg and Grafton yards. It is 11.3 miles east of the point where MO Tower (at the east end of Clarksburg Yard) was located and 10.1 miles west of D Tower at the west end of Grafton Yard. In 1925, because of westward extension of double track, the telegraph office at Flemington was moved 1.3 mile west to RS Tower. In 1951 Centralized Traffic Control was installed between RS Tower and MO Tower and in October of that year RS Tower was discontinued.

The record reveals that in addition to other communications, such as securing permission to cross over from one track to another or to enter main track, train crews operating in the vicinity of Flemington copied train orders from the operator at Flemington. After the office at Flemington was moved to RS Tower the same work was accomplished through the operator at that point. Since the first date of claim it appears that the bulk of the communications work formerly handled at Flemington and later at RS Tower was being handled by telephone from Flemington and vicinity (Flemington proper, Sand Lick Jct., Astor Jct., Galloway Jct.) with the operator at Bridgeport, which is 6.2 miles west of RS Tower. There was further evidence that the yard clerk at Flemington formerly transmitted yard reports through the operator at Flemington and later through the operator at RS and since the first date of claim has been telephoning such reports to Bridgeport for re-transmission.

Carrier contends in opposition to this claim that no operator was employed

at Flemington, Sand Lick Jct., Galloway Jct. or Astor Jct. during the life of the current agreement and therefore that no operator was displaced within the meaning of Article 35. We cannot agree with that contention for it is abundantly clear that the Flemington office was moved to RS Tower and it is further clear that train crews operating at Sand Lick Jct., Galloway Jct. and Astor Jct. historically communicated with the operator at Flemington and later RS insofar as train authority was concerned. Consequently, the copying of train orders by crews at Sand Lick Jct., Galloway Jct., Astor Jct. or Flemington would clearly be a violation of Article 35 in that it would be displacing the operator at RS Tower, a point where a telegraph office was in existence during the life of the agreement.

For reasons stated in the second paragraph of our Findings in Award 65 we find no violation of the Telegraphers' Agreement in train crews at Sand Lick Jct., Galloway Jct., Flemington proper and Astor Jct. receiving permission from the Bridgeport operator to come out on certain tracks or to cross over. Nor are we persuaded that the telephoning of the yard report was exclusively Telegraphers' work under the circumstances here presented for the telephoning could well be in lieu of mailing or personal delivery. Accordingly we find that the claim should be sustained on behalf of the senior idle telegrapher (extra in preference) as requested in Item 3 of the Statement of Claim for one day's pay on each day that train orders were copied at Sand Lick Jct., Flemington, Galloway Jct. and Astor Jct. by other than a telegrapher from the first date of claim to September 24, 1955, (the date of amended Article 35 and which the employees stipulated was the date on which the subsequent dates claim would cease).

AWARD

Claim disposed of as indicated in Findings.

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

/s/ B. N. Kinhead
B. N. Kinhead
Employee Member
(Concurring in result insofar as train orders are concerned.)

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

Dated at Baltimore, Maryland this 23d day of August 1957.

