

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 78

STATEMENT  
OF CLAIM:

1. The Carrier violated and continues to violate the provisions of the agreement between the parties, when it declared abolished the three trick positions at "K" Tower, East St. Louis, Illinois, and permits or requires employees holding no rights under said agreement to perform the work coming within the scope of the agreement formerly performed by employees covered by the agreement.
2. The Carrier restore telegraphers to the positions at "K" Tower to perform work properly coming within the scope of the agreement in accordance with the rules of said agreement.
3. For each day that employees not covered by the Telegraphers' Agreement are used to perform work covered by said agreement at "K" Tower, the Carrier shall be required to pay idle employees, extra employees in preference, under the agreement on the seniority district eight hours at the "K" Tower rate, for each trick manned by employees outside of the agreement, from August 1, 1949.

FINDINGS:

Effective August 1, 1949 telegrapher-leverman positions at "K" Tower in East St. Louis were abolished. The communication and train order work at "K" Tower was transferred to operators at "KN" Tower and "HN" Cabin. "K" Tower is situated at the west end of Carrier's Cone Yard and "KN" at the east end of said yard, about 3800 feet east of "K" Tower "HN" Cabin is located easterly beyond Cone Yard, about 4.4 miles from "K" Tower. Under instructions issued by Carrier's Superintendent, switchtenders stationed at or near "K" Tower operate a two-arm semaphore located about 650 feet east of the P.R.R. crossing at "K" Tower, which semaphore governs movements of westward B&O trains and engines on No. 1 track and movements through crossover to No. 1 track from the L. & N. rails south of B&O tracks. Permission to use the crossing is obtained from the switchtender. Under those instructions the switchtender secures permission from the operator at "HN" Cabin before lining the switch for any move eastbound to "HN" Cabin, the operator giving that permission only after getting authority from the dispatcher. The operator at "HN" Cabin under those instructions also informs the switchtender at "K" Tower of any trains passing his station which are to move via "K" Tower.

The Employees contend that the operation of the semaphore is work which is levermen's work accruing to their craft under the Telegraphers' Agreement. Further, they contend that the switchtenders at "K" Tower are blocking trains with the operator at "HN" Cabin.

There can be no doubt from the record that the bulk of the telegraphic work formerly performed at "K" Tower is now being performed at "KN" Tower. There is conflict with respect to whether the levers still remaining on the ground at the former location of "K" Tower were pulled by the operators when stationed at that point or by the switchtenders during that time. It is reasonable to conclude from the facts of record that they were pulled by either of the two classes of employees as convenience dictated. It further appears that the Superintendent of this particular division had reproved the operators for throwing those levers because of concern about misunderstanding. In any event, with the discontinuance of the use of the upper story of "K" Tower those signals being on the ground and in the immediate vicinity of the switches being thrown may be handled by the switchtender without infringing on the Telegraphers' Agreement. That was so recognized in Award 1822 of the Third Division, National Railroad Adjustment Board.

There remains the question of whether or not in communicating with the operator at "HN" Cabin, as outlined above, the switchtender was encroaching upon the scope of the Telegraphers' Agreement. No train orders were copied, issued or handled by the switchtender. Although the latter received information from the operator at "HN" as to when he (the operator) was letting trains proceed to "K" Tower, the switchtender made no record thereof. That information was relayed to the switchtender for the obvious purpose of letting him know when it was safe to permit movements over the crossover. Somewhat the same type of communications was involved in the case decided by Award 1822 above referred to.

The giving and receiving of such information was held not to be violative of the Telegraphers' Agreement. We believe that Award is sound in principle. Accordingly, we find no basis for a sustaining Award.

#### AWARD

Claims (1), (2), (3) 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  
26th day of April, 1957.