

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 81

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on May 31, 1955, it caused, required and permitted Conductor Porter on Work Extra 4467, an employee not covered by the Telegraphers' Agreement to handle, receive, copy and deliver, Train Order No. 257 at Chestnut Hill, West Virginia, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate the senior idle telegrapher (extra in preference) for one day's pay (8 hours) on May 31, 1955.

FINDINGS:

At Chestnut Hill, West Virginia, on May 31, 1955, a conductor on an Extra Work train copied an order for his train directing him to protect against another Work Extra between two points after 5:01 P.M. There is a passing siding at that point. There has been no established telegrapher position at Chestnut Hill since 1911, although there may have been an office open there intermittently.

We do not feel that the fact that there may have been an office opened intermittently after the permanent office was abolished at least 17 years prior to the effective date of the Agreement removes this claim from the operation of the principle set forth in the Findings in Docket No. 1. For the reasons stated therein we find that this claim should be denied.

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 24th day of
April, 1957.