

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 16

STATEMENT
OF CLAIM:

1. Carrier violated and continues to violate the Agreement between the parties hereto when on January 10, 1954, at Annabelle Jct.; on January 20, 1954, at Kilarm Jct.; and, on January 20, 1954, at Old Hutchinson Mine Siding, it caused, required and permitted train service employees not covered by the Telegraphers' Agreement to handle (receive, copy, and deliver) train orders at said points, all 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 at Annabelle Jct., Kilarm Jct., and Old Hutchinson Mine Siding 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 date shown above at Annabelle Jct., Kilarm Jct., and Old Hutchinson Mine Siding, and on all subsequent dates on which a point check shows our Agreement to have been violated at said points.

FINDINGS: Train orders were copied by conductors at Annabelle Junction, Kilarm Jct. and Old Hutchinson Mine Siding from the operator at Chiefton.

The disposition of this claim depends upon the proper application of a so-called Memorandum of Understanding of February, 1938. That Memorandum has not been introduced in evidence by either party. However, the parties appear to be in accord that some informal understanding was reached when third trick block operators' positions were restored at Chiefton and Monongah. Further, the parties seem to agree that the general tenor of said agreement was that so long as operators were employed at Chiefton, Monongah and Willard no claims would be made because of the copying of train orders by members of train crews at mine spur junctions between Lumberport and Fairmont (Annabelle Junction, Kilarm Junction and Old Hutchinson Mine Siding are all mine spur junctions between Lumberport and Fairmont).

The Employees assert that they are free to assert claims in the above described territory if train orders are copied by train crews at these mine spur junctions at any time when any one of the three stations are closed. The Carrier asserts that the February, 1938 Agreement is binding upon the Employees so long as the nearest station to the place where the train orders were copied was open.

It is evident from a letter written to the Carrier's Assistant to Vice President about 2 years after the February, 1938 Agreement that the parties were concerned with the restoration of positions at the points mentioned on a three-trick basis. There is nothing to indicate whether an express understanding was had with respect to requiring coverage of those positions on the rest days of the regularly assigned employee. It is, however, shown that settlement letters following the date of Agreement referred to the employment of operators at Chiefton and Monongah. In the instant case it is not denied that operators are employed at Chiefton, Willard and Monongah on a three-trick basis. However, they are not all afforded relief day coverage. That in our opinion is sufficient to satisfy the 1938 Agreement and the Employees have no complaint if the nearest telegraph station from which the train crew would normally copy its orders was open at the time the orders were copied. In the instant case that office would be Chiefton. Accordingly, there is 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

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

Dated at Baltimore, Maryland this 24th day of
April, 1957.