

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 19

- STATEMENT OF CLAIM:
1. Carrier violated the agreement between the parties hereto when on November 13, 14, 15, 17, 18, 1952 and January 19, 20, 21, 22, and 23, 1953, inclusive, it caused, required and permitted train service employes not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) train orders at Panther Creek, West Virginia, 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 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, and all subsequent dates on which joint check of records shows agreement to have been violated.

FINDINGS: This claim is similar to that involved in Docket No. 1. It involves the copying of train orders at Panther Creek by crews of mine run assignments. Although in the argument of this case claim was made that the orders were copied direct from the dispatcher the joint statement of facts of the conference between the Superintendent and Local Chairman indicate that the Orders were issued by the dispatcher through the operator at Cowen. Whether the orders were copied from the dispatcher or the operator in the facts of this particular case is unimportant for it appears that with two exceptions on the dates for which claims are made no more than one train order was copied in a 24 hour period. On the other two dates only 2 were copied and each was at least 12 hours separated from the other. As we said in our discussion of Article 35 in our Finding in Docket No. 1, there is an implied recognition in the article that an occasional minimal amount of work of the nature described therein may be performed by train crews at points where no operators had been previously employed without infringing upon the Telegraphers' Agreement. The facts here warrant the finding that only an occasional minimal amount of train order work was performed by the train crews involved.

AWARD

Claim denied.

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

s/ B. N. Kinkead
B. N. Kinkead,
Employe Member (Dissenting)

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

Dated at Baltimore, Maryland this 23rd day of April, 1957.

July 2, 1957/th