

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO.31

STATEMENT OF CLAIM:

1. The Carrier violated the agreement between the parties hereto when, on August 8 and 9, 1951, it caused, required and permitted section foremen, employees not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) track car lineups at West Middletown, Ohio, 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 employee (extra in preference) for one day's pay (8 hours) on each date shown above, and all subsequent dates on which joint check of records shows agreement to have been violated.

FINDINGS:

This claim is similar in principle to that involved in Docket 33. Here a section foreman located at West Middletown, Ohio, copied a track car lineup direct from the train dispatcher. Carrier had formerly maintained a one-trick agent-operator at West Middletown and closed that station on June 29, 1951.

The reasoning set forth in our Findings in Docket No. 33 is equally applicable here. Accordingly, we find a sustaining award is in order but as in Docket 33 we see no basis for directing a joint check to develop claims.

The record reveals that while this claim was pending there was another claim pending for the restoration of the position at West Middletown and that that claim was eventually withdrawn after Carrier agreed to a retroactive increase in the monthly compensation of the agent at Middletown. In the exchange of correspondence concerning the withdrawal of the other claim no mention was made of the claim here involved. The withdrawal of the other claim, however, cannot be considered as a waiver of the employees' position with respect to this claim, particularly in view of the fact that here the section foreman communicated directly with the dispatcher in securing the lineups involved.

AWARD

Claim (1) and (3) sustained except to the extent that Claim (3) involves a joint check. Claim (2) 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, Dissenting

Dated at Baltimore, Maryland, this
26th day of April, 1957.