

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 65

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on August 1, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, 1952, and subsequent dates it caused, required and permitted train service employees not covered by the Telegraphers' Agreement to handle (receive, copy and deliver Forms A and train orders) and to block trains (report clear) at Little Falls and Montana, West Virginia, which work was and is solely reserved 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 on each date shown above, and on all subsequent dates on which a joint check of Carrier's records shows agreement to have been violated.

FINDINGS:

This claim arises because of the asserted handling, receiving and copying of Forms A and train orders and blocking of trains at Little Falls and Montana, West Virginia. There has been no operator located at Montana for some years prior to 1928. A three-trick office was established at Little Falls in April of 1948 and operated until July 19, 1949. It was closed on that date, according to the Carrier, because it was found that it was no longer necessary to copy train orders after that date.

There is an unresolved fact issue in this case. The Carrier had denied the claim on the ground that all that the train crews were doing was reporting clear (in the siding) at Little Falls or Montana to the operators at either WD Tower or Morgantown and securing permission to re-enter main track. In the light of the decision of the Telegraphers' Adjustment Board in the Reduction, Pennsylvania case referred to in our Findings in Docket No. 1 we find no violation of the Agreement in the use of the telephone by these train crews for that purpose. However, with respect to train orders the situation is different.

Not being fully acquainted with the facts in connection with the copying of train orders at Little Falls we can make no definite disposition of this case in so far as that point is concerned. Accordingly, the matter will be referred back to the parties for the joint check requested. On each date that it is found that train orders have been copied at Little Falls the senior idle telegrapher (extra

in preference) shall be paid one day's pay as requested in item 3 of the claim. This for the reason that it is clearly established that a Telegrapher's position was in existence at that point since the effective date of the Agreement. Obviously, during the time telegraphers were assigned at Little Falls crews using the passing siding at that point would have received their train orders from the operator stationed there. Accordingly, in copying train orders from operators stationed at another point such crews would be "displacing" the operator at Little Falls within the meaning of Article 35.

The claim at Little Falls is of a continuing nature and, therefore, the question of whether or not violations occurred after September 24, 1955 will be governed by Amended Article 35.

With respect to the situation at Montana, inasmuch as it is shown that the train orders were copied at a passing siding and that there was no Telegrapher's position at that point for some years prior to the 1928 effective date of the Agreement, we find that claims at that point should be denied. The applicability of Amended Article 35 is not involved at that point inasmuch as the Employees stipulated on the record that in so far as Montana is concerned the "subsequent dates" claim would cease as of September 24, 1955.

AWARD

Claim disposed of as indicated in Findings.

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

/s/ B. N. Kinkad,
B. N. Kinkad,
Employee Member

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

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