

SPECIAL BOARD OF ADJUSTMENT NO. 132

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

AWARD IN DOCKET NO. 66

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when, commencing September 1, 1949, it caused, required and permitted the agents at Hancock, West Virginia, and Oakland, Maryland, to be relieved by employees not covered by the Telegraphers' Agreement and permitted and required said employees to perform services and work reserved exclusively to employees covered by the Telegraphers' Agreement.

2. That the Carrier be required to restore the work now being performed by clerks, employees not covered by the Telegraphers' Agreement, to employees covered by said Telegraphers' Agreement, and that until such time as this is done idle employees covered by the Telegraphers' Agreement be compensated for each and every day this work is performed by such other employees.

FINDINGS:

At Hancock, West Virginia, the Carrier maintains a force consisting of an Agent and two Clerks. Prior to the advent of the forty hour week the Agent's position was assigned on a six day week basis. After the forty hour week the position was assigned on a five day basis Monday through Friday with Saturday and Sunday as rest days. The two clerks' positions are also on a five day week basis, one being assigned Saturday and Sunday as rest days and the other Sunday and Monday. The employees claim that the work formerly performed by the Agent is assigned to the Clerks on the rest days of the Agent's position.

At Oakland, Maryland, there is one clerical position with Monday and Tuesday rest days and an Agent's position with Saturday and Sunday rest days. The same claim is made here as at Hancock.

It is not established that the work performed by the Clerks on the rest days of the Agents' positions was of a nature which was exclusively Agent's work. In fact, except for one day, Saturday, February 14, 1953 at Hancock, it appears that the work performed by the clerks on the rest days of the Agent's position was clerical work of the same type as they performed on the other days of the week. There is no express or implied requirement in the Telegraphers' Agreement where Agents and Clerks are employed that if the station is open on the rest days of the Agent's position that an employee under the Telegraphers' Agreement must be used. So long as there is no work exclusively reserved to the Telegrapher position performed on those days the employees represented before this Board have no ground for complaint. It follows that there is no basis for a sustaining Award except at Hancock for Saturday, February 14, 1953, when the Clerk on duty handled a check of

the Pennsylvania Glass Sand Company which would have been received by the Agent if he had been on duty and was work for which the Agent should have been called. The claim will, therefore, be sustained on behalf of the incumbent of the Hancock Agent's position for a call on Saturday, February 14, 1953.

AWARD

Claims (1) and (2) disposed of as indicated in Findings.

/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, Md., this
26th day of April, 1957.

July 12, 1957/th