

SPECIAL BOARD OF ADJUSTMENT NO. 2

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

AWARD IN DOCKET NO. 79

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when from July 12 to July 20, 1948, inclusive, it caused required and permitted train service employees not covered by the Telegraphers' Agreement to handle (receive, copy and deliver) train-line-ups for a ballast cleaner or screener, on the west end of the Cumberland Division, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate the senior idle telegrapher (extra in preference) for one day's pay on each day from July 12 to July 20, 1948, inclusive.

FINDINGS:

On the dates of claim a work train with train and engine crew assigned was handling a ballast screener operating on the West End of the Cumberland Division. In addition to the conductor assigned to the work train crew a second conductor equipped with a portable telephone was stationed near the scene of the work to keep in touch with the operators to obtain information about the movement of trains which he would relay to the Conductor in charge of the work train. Further a trainman acting as a Flagman was kept close to the telephone so that the second Conductor could relay information to him. The trainman so assigned at times also handled switches at a crossover to run trains around the ballast screener.

There was no telegrapher position at any time at the point where the second conductor was stationed with the portable telephone. We can only speculate as to whether or not the second conductor may have made written notes of the information relayed to him by the operators. In any event there is nothing in the record to indicate that the Carrier required any record to be made of that information as they did with respect to track car line-ups or train orders. There was no actual displacement of an employee under the Telegraphers' Agreement by reason of the Conductor obtaining the information with respect to the train movements. Under these circumstances in view of the provisions of Article 35 we find no violation of the Telegraphers' Agreement because of the second conductor communicating with the operators. It is, however, established that at times the trainman stationed at the crossover "single-lined" trains around the ballast screeners. As pointed out in our Findings in Docket 72 the Carrier has recognized the performance of that work by other than Telegraphers as a violation of the Agreement. Accordingly, the claim will be sustained on behalf of the senior idle telegrapher (extra in preference) on days when this "single-lining" was performed.

AWARD

Claim (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

(Concurring in result)

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

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