

CASE NO. 32
AWARD NO. 32
ORT CASE NO. 2939

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 32

STATEMENT OF CLAIM:

1. Carrier violated the Agreement between the parties hereto when on June 17, 18, 19, 24, 26 and July 1, 3, 5, 8, 9, 10 and 15, 1957, it caused, required and permitted employes not covered by the Telegraphers' Agreement to copy, receive and deliver track car lineups, (Forms 1089-D) at Middletown, Ohio.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each of the above listed dates, that is: June 17, 18, 19, 24 and 26, and July 1, 3, 5, 8, 9, 10 and 15, 1957, because of said violations.

FINDINGS:

In June of 1951 this Carrier abolished its Agent-Operator position at West Middletown, Ohio, and transferred the work of the position to the Exclusive Agent at East Middletown, Ohio. The Organization protested the move and sought reestablishment of the Agent-Operator position. In 1954 the matter was settled when Carrier agreed to increase the rate of pay for the Exclusive Agent at East Middletown because of his increased duties and extended hours.

Carrier states Organization agreed then that "the claims based on the abolishment of the AOB position at West Middletown would be withdrawn, thus accepting continued handling of communications with the Operators at Carlisle by other than operators. At the time of this settlement a third claim at West Middletown was overlooked. This case involved the copying of track car lineups by the section foreman at West Middletown from the train dispatcher on August 8 and 9, 1951 and was submitted to Special Board No. 132."

The Carrier says that Board "sustained the claim because the track car lineups were copied directly from the train dispatcher rather than through the Operator at Carlisle. However, since the lineups in the instant case were copied from the Operator at Carlisle they are within the classification of communications which are permissible under the 1954 settlement. ***."

Special Board No. 132 said, in its Findings:

"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 line-up involved."

We think three points are abundantly clear:

1. SBA 132 sustained the claim in Docket No. 31 solely on the grounds that the section foreman communicated directly with the dispatcher.
2. That being the sole issue, the Award in that Docket offers no support to the Organization in its claim here.
3. It was the practice, at least since 1951, of track forces to secure line-ups and other information at West Middletown from the Operators at Carlisle - some seven years before this claim was presented.

A W A R D

Claim denied.

/s/ Edward A. Lynch
Edward A. Lynch
Chairman

/s/ B. N. Kinkead
B. N. Kinkead
Employee Member
(Dissenting)

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

Dated at Baltimore, Maryland,
this 31st day of August 1961.

