

SPECIAL BOARD OF ADJUSTMENT NO. 355

Case No. 34
Docket No. 42
ORT File 2941

Parties:

THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 42

STATEMENT OF CLAIM:

Case No. 1

1. Carrier violated the agreement between the parties hereto when on December 17, 18, 23 and 31, 1957, and January 6, 8, 9, 20, 21, 22, 23, and 24, 1958, respectively, it caused, required and permitted employees not covered by the Telegraphers' Agreement to handle, receive, copy and deliver, various track car line ups (Form 1089-D) for track cars at Uffington, West Virginia.
2. Carrier be required to compensate an idle telegraphers pay for one day (8 hours) on each date hereinbefore listed.

Case No. 2

1. Carrier violated the agreement between the parties hereto when on October 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30 and 31, 1957, and November 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27 and 29, 1957, it caused, required and permitted track foremen, employees not covered by the Telegraphers' Agreement, to copy, receive and deliver track car line ups (Forms 1089-D) at Cozaddale, Ohio, via the operator at Maderia, Ohio for the operation of their track cars.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each of said dates, that is: October 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30 and 31, and November 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27 and 29, 1957, and all subsequent dates on which similar violations occur at Cozaddale.
3. Carrier be required to permit a joint check of its records to determine the number of subsequent violations occurring at Cozaddale, Ohio.

Case No. 3

1. Carrier violated the agreement between the parties hereto when on November 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, and 29, and December 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30 and 31, 1957, it caused, required and permitted track car operators, employees not covered by the Telegraphers' Agreement, to copy, receive and deliver track car line ups (Forms 1089-D) over the telephone at: Neffs, Glencoe, SC Tower, Bridgeville, Sonora, Merriam, Stockport, Lowell, Tobosco and Glenford, Ohio, and when on November 5, 7, 8, 11, 12, 13, 14, 25 and 27, and December 2, 3, 4, 5, 6, 9, 10, 11, 18, 23 and 27, 1957, it caused, required and

permitted track car operators, employees not covered by the Telegraphers' Agreement, to copy, receive and deliver track car lineups (Forms 1089-D) at Ankenytown, Ohio, which work was and is reserved exclusively to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate an idle operator, extra in preference pay for one day (8 hours) on each of the hereinbefore listed dates on which the agreement was violated at Neffs, Glencoe, SC Tower, Bridgeville, Sonora, Merriam, Stockport, Lowell, Tobosco, Glenford and Ankenytown, Ohio, or a total of 41 days each at Neffs, Glencoe, SC Tower, Bridgeville, Sonora, Merriam, Stockport, Lowell, Tobosco and Glenford, Ohio, and 20 days at Ankenytown, Ohio, and for all subsequent dates on which similar violations occur at said points.
3. Carrier be required to permit a joint check of its records to determine the number of subsequent violations occurring at each location.

Case No. 4

1. Carrier violated the agreement between the parties hereto when on November 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 29 and December 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30 and 31, 1957, it caused track car operators, employees not covered by the Telegraphers' Agreement, to receive, copy and deliver track car line ups (Forms 1089-D) at the following locations: Warnock, Belmont, Salesville, Cumberland, Pleasant Valley, Clay Lick, St. Louisville, and Havanna, Ohio, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each day that track car operators copied track car line ups at each of said locations, or a total of forty-one days at each of said points, because of said violations.

Case No. 5

1. Carrier violated the agreement between the parties hereto when on December 17, 18, 20, 23, 24, 26, 27, 30 and 31, 1957, and January 6, 7, 8, 9, 10, 13, 14, 20, 21, 22, 23 and 24, 1958, it caused, required and permitted employees not covered by the Telegraphers' Agreement to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at Catawba, West Virginia, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to pay an idle operator, extra in preference, pay for one day (8 hours) on each date listed in the within claim, and for all subsequent dates on which similar violations occur.
3. Carrier be required to permit a joint check of its records to determine the number of subsequent violations at Catawba.

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Case No. 6

1. Carrier violated the agreement between the parties hereto when on September 23, 24 and 25, and October 10, 11, 14, 21, 22 and 23, 1957, and subsequent dates, it caused, required and permitted Track Car Operators Rolls and Haag to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) for their track cars at Simpson Tunnel on the Buffalo Division.
2. Carrier be required to compensate an idle operator for pay for one day on each date listed above, and all subsequent dates on which similar violations occur at Simpson Tunnel.
3. Carrier be required to permit a joint check of its records to determine the number of subsequent violations that have occurred at Simpson Tunnel.

Case No. 7

1. Carrier violated the agreement between the parties hereto when on January 3, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, and 29, 1958, and February 3, 4, 5, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20 and 21, 1958, it caused, required and permitted Track Foremen, employees not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver track car line ups at Woodland, West Virginia, which work is and was reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each date listed above because of said violations.

Case No. 8

1. Carrier violated the agreement between the parties hereto when on September 24, 25, and 30, and October 3, 7, 8, 9, 10, 11, 14, 21, 22, and 23, 1957, and subsequent dates; it caused, required and permitted Track Car Operators, employees not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver track car line ups at Hamilton, Pennsylvania, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day on each date listed above, and on all subsequent dates on which similar violations occur at Hamilton.
3. Carrier be required to permit a joint check of its records to determine the number of subsequent violations occurring at Hamilton.

Case No. 9

1. Carrier violated the agreement between the parties hereto when on November 19, 20, 21, 22 and 25, 1957, it caused, required and permitted employes not covered by the Telegraphers to handle, receive, copy and deliver track car line ups at Buckeystown, Maryland, which work was and is reserved solely to employes covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference pay for one day on each date listed above because of said violations.

Case No. 10

1. Carrier violated the agreement between the parties hereto when on December 2, 1957, it caused, required and permitted an employee not covered by the Telegraphers' Agreement to handle, receive, copy and deliver a Track Car Line Up (Form 1089-D) at Oakley, Ohio, which work was and is reserved solely to employes covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day because of said violation of December 2, 1957.

Case No. 11

1. Carrier violated the agreement between the parties hereto when on November 21, 22, 25 and December 2, 1957, it caused, permitted and required Section Foreman Davis, an employee not covered by the Telegraphers' Agreement to handle, receive, copy and deliver track car line ups (Forms 1089-D) over the telephone at Winton Place, Ohio, direct from the Train Dispatcher, which work was and is reserved solely to employes covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each of said dates listed above.

Case No. 12

1. Carrier violated the agreement between the parties hereto when on December 16, 17, 18, 19, 20, 23, 24, 27 and 31, 1957, it caused, required and permitted employes not covered by the Telegraphers' Agreement to handle, receive, copy and deliver track car line ups (Forms 1089-D) at Mile Post 60 on the Old Main Line Sub-Division of the Baltimore Division, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each date listed above because of said violations.

Case No. 13

1. When on forty-three (43) days in September and October, 1957, it caused, required and permitted employees not covered by the Telegraphers' Agreement to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at Warnock, Belmont, Salesville, Glenford, Pleasant Valley, Clay Lick, St. Louisville and Havana, Ohio, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate idle operators, extra in preference, pay for forty-three (43) eight hour days at each location listed above because of said violations.

Case No. 14

1. Carrier violated the agreement between the parties hereto when on September 3, 1957, and subsequent dates it caused, required and permitted employees not covered by the Telegraphers' Agreement to handle, receive, copy and deliver track car line ups (Forms 1089-D) west of Claremont, Illinois, on September 3, 1957, and other outlying mile posts on subsequent dates, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator pay for one day on September 1, 1957, because of said violation, and pay for one day on each date, for each point, that subsequent violations of a similar nature occurred at outlying mile posts on said sub-division.

Case No. 15

1. Carrier violated the agreement between the parties hereto when on December 10 and 11, 1957, it caused, required and permitted employees not covered by the Telegraphers' Agreement to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at Doub, Maryland, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day on each of said dates, that is: December 10 and 11, 1957, because of said violations.

Case No. 16

1. Carrier violated the agreement between the parties hereto when on February 10, 11, 12, 13, 14, 17, 19, 21, 24, 25, 26, 27 and 28, 1958, it caused, required and permitted Track Foreman Sines, an employee not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at Baden, Mile Post 171, West Virginia, over the telephone from the operator at Point Pleasant, West Virginia, which work was and is reserved solely to employees covered by the Telegraphers' Agreement.

2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 Hours) on each date listed above because of said violations.

Case No. 17

1. Carrier violated the agreement between the parties hereto when it caused, required and permitted employes not covered by the Telegraphers' Agreement to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at the following points on the dates listed:

At OR Junction, West Virginia, on October 1, 2, 3, 4, 8, 9, 11, 14, 15, 17 and 18, 1957.

At Baden, West Virginia, on September 30 and October 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 16, 18, 21 and 23, 1957.

At Woodland, West Virginia, on October 24, 25, 28, 29, 30, and 31, and November 1, 4 and 5, 1957.

At Lesage, West Virginia, on September 30, and October 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 14, 16, 17, 18, 21, 22 and 23, 1957.

At Murrayville, West Virginia, on October 1, 4, 8, 9, 11, 14 and 18, 1957.

At Guyandotte, West Virginia, on September 30 and October 4, 7, and 10, 1957.

At Sandyville, West Virginia, September 30, and October 1, 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22 and 29, 1957.

At Reedy, West Virginia, September 30 and October 1, 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22 and 29, 1957.

which work was and is reserved solely to employes covered by the Telegraphers' Agreement.

2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each date listed above and at each of said locations, because of said violations.

Case No. 18

1. Carrier violated the agreement between the parties hereto when on February 10, 11, 12, 13, 14, 17, 18, 19, 21, 24, 25, 26, 27 and 28, 1958, when it caused, required and permitted Track Foreman Rainey, an employe not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver Track Car Line Ups (Forms 1089-D) at Mile Post 203, Lesage, West Virginia, which work was and is reserved solely to employes covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) on each date listed above because of said violations.

Case No. 19

1. Carrier violated the agreement between the parties hereto when on January 27, 1958, it caused, required and permitted Track Car Operator Spaulding, an employe not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver track car line ups at Mile Post 36 on the Metropolitan Sub Division of The Baltimore and Ohio Railroad which work was and is reserved solely to employes covered by the Telegraphers' Agreement.
2. Carrier be required to compensate an idle operator, extra in preference, pay for one day (8 hours) because of said violation on January 27, 1958.

Case No. 20

1. Carrier violated the agreement between the parties hereto when on December 2, 3, 4, 5, 6, 9, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30 and 31, 1957, and January 7, 8, 14, 15, 21, 22, 28, 29 and 31, 1958, and February 2, 6, 9, 10, 13, 15, 16, 17, 18, 20, 23, 24, 27 and 30, 1958, and subsequent dates, it caused, required and permitted employes not covered by the Telegraphers' Agreement to handle, copy, receive and deliver track car line ups (Forms 1089-D) at Meyersdale, Pennsylvania, from the operators at either Sand Patch Tower or A0 Tower, Pennsylvania, over the telephone at Meyersdale for their track cars.
2. Carrier now be required to pay one day's pay (8 hours) to an idle operator on each of the above listed dates, and on all subsequent dates on which similar violations occurred at Meyersdale, Pennsylvania.

FINDINGS:

The facts before us indicate there had never been an operator position at the point where the alleged violations occurred in Dockets 42/1, 42/3, 42/5, 42/6, 42/7, 42/8, 42/9, 42/10, 42/13, 42/14, 42/15, 42/16, 42/18, 42/19 and 42/20.

Additionally, the point at which the alleged violation occurred was outside the limits of the nearest station in Dockets 42/3, 42/4, 42/12 and 42/13.

It is also a fact that no operator position has existed since July 1, 1928, at the points the alleged violations occurred in Dockets 42/2, 42/4, 42/11, 42/13, 42/17, and 42/20.

A W A R D

Claims 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 20th day of February, 1962.