Award No. 16156
Docket No. TE-15921

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

PENNSYLVANIA-READING SEASHORE LINES

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Pennsylvania-Reading Seashore Lines, that:

> Claim for one day's pay for W. J. Kraus for the dates November 23, 24, 25 and 27, 1964, account of No. 19 Train Orders delivered to Conductors H. R. Lee on WY-34 and D. DiGiovacchino for Extra North.
>
> This is in violation of scope of Agreement and Arbitration Award No. 153, which reads as follows: As may be noted the rule directed at Train and Engine Service Employes is that they shall not be required to copy train orders, at block stations after May 1, 1938 or at Block Limit Stations established after that date, except in emergencies. An understanding reached between the parties in 1938 only only embraced the handling of train orders by Train and Engine Service Employes, but all other block operators' work as well, such as blocking and reporting trains, handling switches and clearance cards, transmission and receiving messages, and all other related duties assigned to and accruing to the block station positions at Swift Tower prior to date of abolishment on November 23, 1964.

EMPLOYES' STATEMENT OF FACTS: Millville, New Jersey, a city of about 19,000 population, is located on Carrier's Millville Branch extending from Camden, New Jersey, to Millville. Within the confines of Millville, Carrier formerly maintained a block station known as "Swift" in continuous service from 9:30 P. M. Sundays until 9:30 P. M. each following Saturday. "Swift" block station was abolished effective 2:01 P. M., November 23, 1964.

Relative location of various stations on the Millville Branch are as follows:

Station	Miles from Camden
Camden	0.0
Glassboro	18.2
Millville	40.0
Swift	40.2

"Millville Yard Office has never been an open block station and it has always been the practice for conductors of road freight trains to copy Train Orders for the movement of their own train at that location."

A copy of the General Manager's letter of January 12, 1965, is attached as Exhibit G.

The District Chairman rejected the General Manager's decision and turned the case over to his General Chairman. Under date of January 29, 1965, the General Chairman listed the claim with the Carrier's General Manager, and the claim was discussed on February 19, 1965. By letter dated March 12, 1965, the General Manager denied the claim. A copy of the General Manager's letter of March 12, 1965, is attached as Exhibit H.

In a letter dated March 17, 1965, the General Chairman rejected the General Manager's decision, and requested a further review of the case.

Under date of April 28, 1965, the General Manager wrote to the General Chairman advising him that no change would be made in the decision of March 12, 1965. A copy of the General Manager's letter is attached as Exhibit I.

Thus, so far as the Carrier is able to determine, the question to be decided is whether the Carrier violated the Scope of the Schedule Agreement or the provisions of Award rendered in Arbitration Award 153 as applied on this property, when it required train service employes to copy train orders at a point at which there has never been a block station or a block limit station.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim in this case is concerned with the copying of train orders by train crews on November 23, 24, 25 and 27, 1964, by use of a telephone located in the Millville Yard office. Petitioner alleges that the copying of such train orders constitutes a violation of the Scope Rule of the Agreement and the provisions of Arbitration Award 153. Carrier formerly maintained a block station known as Swift Tower. This was abolished effective November 23, 1964.

For a proper adjudication of the issues presented in this case, we do not think that it is necessary to make a comment on the applicability or non-applicability of the Scope Rule to this case. We, therefore, direct our attention to Arbitration Board No. 153, which states in clear and unequivocal language that engine and train service employes shall not be required to copy train orders at (1) points where and during the hours when a block or telegraph or telephone operator is scheduled to be on duty; (2) or at block stations which have been closed or abolished since June 25, 1943; (3) or at block limit stations which have been established since June 25, 1943 or which may hereafter be established. Hence it is clear that there are only 3 exceptions, explicitly stated, wherein engine and train crews may not be required to copy train orders. There are no additional prohibitions with regard to this subject matter other than those specifically stated.

The question, simply and concisely stated is whether the Swift Block Station can be considered part and parcel of Millville. Are the two one and

the same location, or are they two separate, physical facilities? If they are one and the same location, Carrier has violated Arbitration No. 153, paragraph 2 thereof. If they constitute two separate locations, there has been no violation by the Carrier.

Petitioner relies heavily on Award 13314 (Hamilton) and companion awards of the same referee (14269) (14270) and (14271). The same question was posed in Award 13314 as in the instant case. The distance involved in that case between the two locations was two miles, whereas in this instance, Carrier states that the distance is 5,379 feet, whereas Petitioner asserts that it is approximately one half mile. We have carefully examined the above cited awards and agree with the reasoning and conclusions stated therein. We will sustain the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of March 1968.

CARRIER MEMBERS' DISSENT TO AWARD 16156, DOCKET TE-15921

The majority correctly states the terms of Arbitration Award No. 153 which, as applicable here, restricts the copying of train orders by engine and train service employes only "at block stations which have been closed or abolished since June 25, 1943." Having accurately stated the terms of the award, however, the majority then completely misstates the issue to be "whether the Swift Block Station can be considered part and parcel of Millville" or whether the two are "one and the same location." This is not the issue. The issue is whether a train order was copied at the closed block station. The carrier pointed out that this is a specific location defined in the Operating Rules and well understood in the Arbitration Board; and that it was only at such a precise point (i.e., at the signal adjacent to a block station, marking the limit of a block) that copying of train orders was prohibited.

There are only two usual ways to deliver a train order to a train or engine service employe, either by handing it to him or by having him copy it over the telephone. In effect, the majority holds here that physical hand delivery must be made of train orders to a point over a mile away from a block station. No such totally unreasonable operation would have been carried out had Swift Block Station been open. One can readily imagine the protests of a Block Operator required to walk two miles to hand in a single order; and, obviously, no such unreasonable requirement was contemplated in the award. To say that Millville Yard Office and Swift Block Station were one and the same point is erroneous.

The majority has failed to properly analyze the erroneous awards by Referee Hamilton and has followed his errors without reason. We again call attention to the dissent to these awards and likewise dissent here.

G. C. White
W. B. Jones
R. E. Black
P. C. Carter
G. L. Naylor

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