

SPECIAL BOARD OF ADJUSTMENT NO. 355

DOCKET NO. 1
AWARD NO. 1
ORT FILE 2307

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

AWARD IN DOCKET NO. 1

STATEMENT
OF CLAIM:

1. Carrier violated the terms of the Agreement when on March 7, 1956 and May 23, 1956, it required or permitted train service employes to copy train orders and a FORM "A" at Martin, Indiana, a location where no employe under the Agreement is assigned.

2. Carrier shall now compensate the senior idle operator for eight hours pay on March 7, 1956 and May 13, 1956.

FINDINGS:

This claim is the first of a large number before this Board which must turn on the definition of the phrase "within station limits" as it appears in Article 35, "use of the Telephone."

The Article, paraphrased for our purposes here, (the exceptions are omitted) reads:

"This Article does not restrict x x x any crews from using the telephone or devices to communicate within station limits with the operator."

The parties here are wide apart on the meaning of "station limits."

The Organization takes the position that:

"Station limits are station limits, and they should apply to each and every case, regardless of the subject matter of the dispute. Generally, station limits should be from the station or operating point to the end of auxiliary tracks, where trains enter or leave the main line. That might have to be made specific for some peculiar locations. That can generally apply. But the station does not have to have a passing siding to be a station. x x x I'll agree that in some cases they can be near, and in other cases they can be far, depending on the facilities and various other things. x x x"

The Carrier says the phrase means "within the limits of train order, block and interlocking stations. x x x It has to do with the territory under the jurisdiction of the operator at a block, train order or interlocking station."

We have carefully weighed the conflicting views of the parties in the light of the specific objective of the parties

"not to displace operators by permitting others to operate the telephone or other devices for the purpose of blocking trains, handling train orders or messages x x x."

We believe it only logical to hold that the word "station," insofar as Article 35 is concerned, means a train order, block or interlocking station where an operator position has existed since revised Article 35 became effective, September 24, 1955.

We believe the word "limits" should mean the ends of the auxiliary tracks serving such station and within the control of such operator.

While Carrier representatives argued strongly for its position -- "within the limits of train order, block and interlocking stations xxx the territory under the jurisdiction of the operator of a block, train order, or interlocking station" -- we do believe that such an interpretation, without limitation, could easily do violence to the parties' expressed objective: "not to displace operators," etc.

So far as the facts in this particular docket are concerned, the Organization argues that the location at Martin is not within the station limits of Shoals, and, in argument, points to the intervening east fork of the White River.

Carrier argues that Martin is the location of the passing siding -- its east switch being .4 mile west of the Shoals Station. A telephone is located there.

We agree Martin is the location of a passing siding. It is part of the auxiliary tracks serving, and under the control of the operator at, Shoals. The claim will be denied.

AWARD

Claim denied.

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

/s/ B. N. Kinhead
B. N. Kinhead
Employee Member
Dissenting

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

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

October 16, 1961

