

CAR. FILE: 2759
COM. FILE: A-3549
GR. DIV. BU-9132-33
CASE NO. 243

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 242

- STATEMENT OF CLAIM:**
1. Carrier violated the Agreement between the parties when on July 5, and 24, 1961, it required or permitted a Conductor to use the telephone at SD Cabin, South Dayton to communicate with the Train Dispatcher, securing permission to use Track #1.
 2. Carrier shall compensate in the amount of a day's pay (8 hours) W. S. Gillette on July 5, 1961 and E. E. Easton on July 24, 1961.

FINDINGS: The incident giving rise to this claim is described by the Organization as follows:

"....the Conductor in charge of a work extra engaged in maintenance of way service, while at SD Cabin, South Dayton, desired to use No. 1 track northward from SD Cabin in order to clear Train No. 54, a first class train. The conductor used the telephone to communicate with the Train Dispatcher, requesting permission to proceed northward on No. 1 track. The Train Dispatcher operated an electric lock to release the signal and then a member of the train crew must operate a push button in the telephone booth in order to receive a proceed signal to permit the train to occupy Track No. 1 in this automatic block territory."

The incidents giving rise to the two claims in Docket No. 133 before this Board were described by the Organization as follows:

"On October 1, 1959 the engineer on Extra 4007 East called the operator at Patterson Creek to secure permission to use Track No. 1 from Okonoko to Orleans Road; the engineer also pushed the button releasing the signals for this movement.

"On October 19, 1959 the engineer of Extra 4034 East called the operator at Patterson Creek, reported (OS'd) train No. 1 by Okonoko, then secured permission to use No. 1 track from Okonoko to Orleans Road; he also pushed the button releasing the signals for this movement."

The main Carrier defense here is that the train in question was "moving from CTC territory on reverse main track; (that) they are doing so from CTC

territory and it is necessary for train dispatcher to make this lineup from CTC machine at Dayton and for crews to push button within CTC territory to move into automatic block territory. CTC territory extends between SD Cabin and Carlisle."

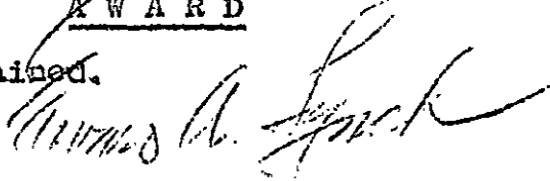
It is the Carrier's position that in view of our prior awards in claims occurring in CTC territory, this claim should be denied.

However, the use of the telephone here was for the movement of a train in automatic block territory. Movement of a train in CTC territory is not involved here.

What we have here is the same situation we had before us in Docket No. 133. We will follow that Award and sustain the claim.

A W A R D


Claim sustained.



Edward A. Lynch
Chairman



C. R. Pressly
Employee Member



E. E. Plitt
Carrier Member

Dated at Baltimore, Maryland
this 16th day of September, 1964.