

SPECIAL BOARD OF ADJUSTMENT NO. 355

CAR. FILE: 2827  
COM. FILE: A-3617  
GR. DIV. BU-9242-33  
CASE NO. 244

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

AWARD IN DOCKET NO. 244

STATEMENT OF CLAIM: 1 - Carrier violates and continues to violate the Agreement between the parties on March 8, 1962 and subsequent dates Mondays through Saturdays when it requires or permits train service employees to use the telephone at Lodi, Ohio to secure permission to use tracks, crossover and exchange other information relating to the movement of the train.

2 - Carrier shall compensate the occupant of the Agent-Operator position at Lodi (J.R. Collett when this claim began) for a minimum call payment each day Mondays through Fridays and two minimum call payments on each Saturday, beginning March 8, 1962, and continuing thereafter until the violation is corrected.

FINDINGS: The parties are agreed here that the train involved in this claim is a switching train engaged primarily in revenue service.

We are confronted with Carrier insistence that trains in the intermediate block "have always been permitted to call either Operator (OD Tower or Nova) for instructions. If they could not raise the operator at one location, they would ring the operator at the other location."

It is a fact that prior to the closing of the three trick train order station at OD Tower on January 20, 1962 OD Tower had always handled the Rittman-Wooster Local to and from Wooster.

After the closing of OD Tower, the Agent-Operator at Lodi, Ohio handled and continues to handle the Rittman-Wooster Local on its trip from Lodi to Wooster. However, when this Local reaches Lodi on its return trip, there is no operator on duty at Lodi since it is a one trick operation. The Local's return is handled by the Operator at Nova, a three trick office located 16.6 miles west of Lodi.

It being a fact that the telephone was used within the station limits of Lodi, its use outside the assigned hours of the Agent-Operator belongs to the Agent-Operator on a call basis.

We will sustain the claim for March 8, 1962 and on those dates thereafter for which factual data are presented.

A W A R D

Claim sustained in accordance with Findings.

Edward A. Lynch  
Chairman

C.R. Pressly  
C.R. Pressly, Employee Member

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

E.E. Plitt  
E.E. Plitt, Carrier Member

*Dissenting*