

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21681

Docket Number CL-21567

Irwin M. Lieberman, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight **Handlers**,
(Express **and** Station **Employees**

PARTIES TO DISPUTE: (

(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-8057) that:

(1) Carrier violated the Agreement between the parties at
Fenelton, Pennsylvania, **when** it refused to allow Mr. D. A. **Schlemmer**,
3 hours' pay for August 6, 1973.

(2) Carrier shall compensate Claimant **Schlemmer**, 3 hours'
pay at the rate of the first trick operator position at **WS** Tower,
Pennsylvania for the date of August 6, 1973.

OPINION OF BOARD: In this dispute Claimant was assigned as Block
Operator at Carrier's WS Tower in Butler,
Pennsylvania. On the date in question Claimant copied and delivered
a train order to the crew of Extra 6911 North. Contained in that order
were instructions to the conductor to call for **further** instruction
at a point named Fenelton. **Upon** arrival at Fenelton, the conductor
called the Claimant Block **Operator** who contacted the Train Dispatcher
in turn, who authorized **Extra** 6911 to proceed to its destination.
Claimant relayed this information to the Conductor and the Claim as
outlined in this case ensued.

The issue in dispute is whether or not the Conductor in charge
of Extra 6911 North "blocked trains" when he **stopped** at **Fenelton and**
called the Claimant for further instructions, in violation of Rules 1
and 65 of the applicable Agreement. Related issues and similar
contentions were advanced by these same parties and considered by this
Board in **Awards 21074 and 21326**.

From the record of this case **it** is apparent that the Conductor
did not copy any train orders at Fenelton, Neither did his action of
calling the Claimant Block Operator for instructions constitute "blocking
of trains" as that function has been defined in Award No. **12768**.

Based on the entire record of this dispute, and in view of this
Board's previous decisions involving these parties and this issue which
have not been shown to be in error, the principle of stare decisis is

applicable; the conclusion must be that there has been no violation of the Agreement in this case.

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 **Employees** involved in this dispute are respectively Carrier and **Employees** 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 not violated.

A W A R D

Claim denied.

RATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1977.

