

SPECIAL BOARD OF ADJUSTMENT NO. 355

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

AWARD IN DOCKET NO. 262

STATEMENT OF CLAIM: 1 - Carrier violated the Agreement between the parties on April 7 and 14, 1962 when it required or permitted employees not covered by the Agreement to handle train orders at Holloway, Ohio, at a time when the Operator was off duty.

2 - Carrier shall compensate Operator D. C. Shannon in the amount of a minimum call payment on each date.

FINDINGS: It is a fact that claimant Operator D. C. Shannon does prepare and handle such train orders as are necessary during his tour of duty from 11:00 PM to 7:00 AM.

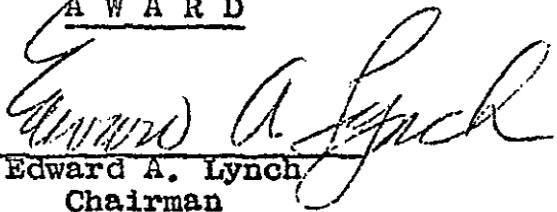
We will follow that line of Awards which holds that an Operator's basic right to handle train orders does encompass preparation and personal delivery of such orders.

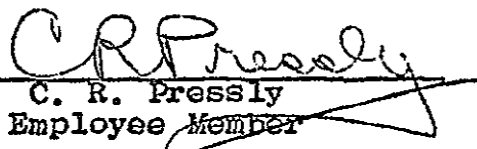
This Carrier, in its submission on Docket No. 134, stated that while there was nothing in the Agreement that "would limit the Company from having one crew to handle train orders to a train or engine at another point, it has been recognized that this would not be done where the crew had no relationship to the receiving crew, but would only be done where there is such a relationship as in the case of an order being handled for or by a helper engine or by a conductor making a round trip who received orders on the outbound trip that affected the return trip."


In its argument before this Board, Carrier cited, in support of its position in this case, our Awards in Dockets Nos. 129 and 33/11. These were denial Awards involving use of the telephone, and the denials were predicated on the fact that in both cases the track car lineups were delivered to the recipients "personally by the Operator."

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.