

SPECIAL BOARD OF ADJUSTMENT NO. 355

CAR. FILE: 1918  
COM. FILE: A-2705  
GR. DIV. BU-7934-33  
CASE NO. 263

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

AWARD IN DOCKET NO. 263

STATEMENT OF CLAIM: 1 - Carrier violated the Agreement between the parties when on December 13, 1959 it required or permitted an employee not covered by said Agreement to deliver a train order at Washington, Pennsylvania.

2 - Carrier shall compensate an idle Operator in the amount of a day's pay (8 hours) on December 13, 1959.

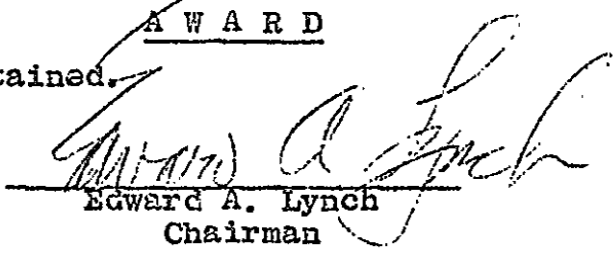
FINDINGS: Here we have a situation where a Train Dispatcher personally handed to the conductor of a train a train order annulling a previous train order issued by him. Carrier's argument that the Train Dispatcher in question is an Operator covered by the ORT Agreement who, on the date in question, was on duty as an extra train dispatcher is of no avail. So far as this claim is concerned he was a dispatcher. The dispatcher copied the train order and delivered it personally. This is not denied.

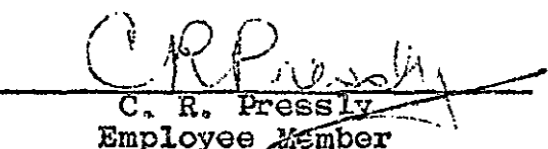
Carrier concedes (Tr. p. 4245) that prior to the abolishment of the operator position at "BT" (Washington) "it had been the practice that train orders would be telephoned to trains at intermediate points through the operator, if that ever became necessary. However, if a train was in the vicinity of or at Washington, then the train order would be delivered personally to avoid excessive delay.....".

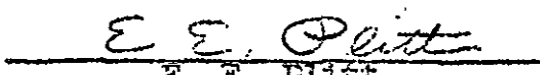
On such occasions prior to the abolishment of the operator position at Washington, personal delivery was made by the operator. In the case before us here, delivery was made personally by the dispatcher, and a sustaining award is required.

A W A R D

Claim sustained.

  
Edward A. Lynch  
Chairman

  
C. R. Pressly  
Employee Member

  
E. E. Platt  
Carrier Member

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