

The Second Division consisted of the regular members and in addition Referee Martin I. Rose when award was rendered.

Parties to Dispute: ( The International Association of Machinists  
( and Aerospace Workers - AFL-CIO  
(  
( The Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. That the Illinois Central Gulf Railroad violated Rule 39 of the Schedule "A" Agreement made between the Illinois Central Gulf Railroad and the International Association of Machinists, AFL-CIO, when they discharged Leslie B. Walker from duty at the end of his tour of duty on October 2, 1974.
2. That accordingly the carrier be ordered to reinstate Mr. Walker to service, seniority rights unimpaired and pay him for all wages lost as a result of his dismissal.
3. In addition, make claimant whole for all losses.
4. Compensate the claimant for all overtime losses.
5. Make claimant whole for all Holiday and Vacation Rights.
6. Pay premiums on Health and Welfare, Travelers Policy GA23000.
7. Pay Illinois Central Hospital Association premiums.
8. Pay all sickness premiums under Provident Insurance Policy.
9. Pay interest of six (6) percent on all lost wages.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Board has reviewed the record with care. No substantial impairment of the Claimant's procedural rights under the Schedule Agreement appears to warrant voidance of the investigation. With respect to the merits, we find that the record discloses no valid basis for disturbing the determination of the Claimant's culpability in connection with the accident. We also find that mitigation of the penalty of dismissal from service is warranted. Accordingly, the Claimant should be reinstated to service with his seniority rights unimpaired but without compensation for wage loss resulting from the imposition of the dismissal.

A W A R D

Claim sustained to the extent indicated in Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch /ae  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois this 27th day of August, 1976.