

Award No. 13689

Docket No. TE-12779

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYES UNION
(Formerly The Order of Railroad Telegraphers)**

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Illinois Central Railroad, that:

1. The Carrier violated the terms of an Agreement between the parties hereto at Clinton Yard (Illinois) when on May 6, 1960, it permitted or required Conductor Vannier on Train CMB-1 to call Train Dispatcher Simcox at Champaign, Illinois, on the telephone in connection with the movement of his train over the Clinton Division, in the absence of an emergency.

2. The Carrier shall, because of the violation set out in Item 1 of this Statement of Claim, compensate W. F. Piene, the senior idle extra operator available and qualified to perform the work, a day's pay at the minimum rate of the division.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute, effective June 1, 1951, and as otherwise amended.

Briefly the facts in this case are: at 8:31 P. M., May 6, 1960, Conductor Vannier, in charge of Train CMB-1, at Clinton Yard (Clinton, Illinois), called Train Dispatcher Simcox at Champaign, Illinois on the telephone and transmitted to him and received from him the following information in connection with the movement of his train over the Clinton District.

"CMB-1 has 41 and 64 Bluford, 4 and 7 Mattoon, 22 and 2 Decatur, are we getting out? Dispatcher Simcox—yes."

The foregoing furnished the train dispatcher with information relative to the work to be performed at the named stations by Train CMB-1, and on the basis of this the dispatcher was in a position to schedule the movement of Train CMB-1 over the Clinton District with respect to opposing trains.

At 8:36 P. M. on this same date, Conductor Vannier at Clinton Yard reported (OS'ed) to Train Dispatcher Simcox at Champaign over the telephone that his train was departing Clinton Yard at 8:36 P. M.

On the ground that Conductor Vannier's acts, as described above, consti-

The carrier submits that the above information, which was handled by telegraphers, was the only information recorded by the dispatcher. The conductor's statement that the train was leaving Clinton Yard was not requested, required, or, for that matter, used. The most that can be said was that he duplicated, to some extent, information furnished by telegraphers. Certainly, the telegraphers, however, performed all the work to which they were entitled.

The carrier, in summary, submits that Conductor Vannier's telephone conversation with the dispatcher was not in connection with train movement or a matter of record, nor did he OS his train. There has been no violation of the agreement, and the claim should be denied.

(Exhibits not reproduced).

OPINION OF BOARD: In the instant claim the record shows the Conductor of freight train CMB-1, while in the yard at Clinton, Illinois, made two telephone calls to the dispatcher at Champaign, Illinois, during the course of which he gave information to the dispatcher relative to his train. The Organization contends the calls above described were violations of Rule 4 C of the current agreement, quoted below.

"C. It is agreed that train and/or engine service employees will not be required or permitted to call dispatchers on telephone in connection with train movement or take train orders over the telephone, except in case of casualty or accident, engine failure, wreck, obstruction on track through collision, failure of block signals, washouts, tornadoes, storms, slides or unusual delay due to hot box or break-in-two that could not have been anticipated by dispatcher when train was at previous telegraph office, which would result in serious delay to traffic.

"Note: It is understood that an inquiry about the time of another train is not in conflict with this agreement unless used in connection with train movement."

It is clear the Rule prohibits communication of the nature described in the Statement of Claim from a conductor to a dispatcher, and in the circumstances we must sustain the Claim.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1965.