

Award No. 15470
Docket No. TE-12838

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES 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 the Carrier violated the agreement between the parties:

1. (a) When, on June 2, 1960, at Waggoner, Illinois (in the absence of an emergency), it permitted or required trainman Evoy of Train No. 68 to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violation at Waggoner Carrier shall be required to compensate the senior idle extra operator, as of that date, a day's pay of eight hours at straight time rate.

2. (a) When, on July 1, 1960, at Avenue Yard, Springfield, Illinois (in the absence of an emergency), it permitted or required trainman Reeves of Train Extra 9023 South to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violation at Avenue Yard Carrier shall be required to compensate the senior idle extra operator, as of that date, a day's pay of eight hours at straight time rate.

3. (a) When, on July 1, 1960, at Toronto, Illinois (in the absence of an emergency), it permitted or required trainman Reeves of Train Extra 9023 South to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violation at Toronto, Carrier shall be required to compensate the senior idle extra operator next in line, as of that date, a day's pay of eight hours at straight time rate.

4. (a) When, on July 1, 1960, at Waggoner, Illinois (in the absence of an emergency), it permitted or required trainman Reeves of Train Extra 9023 South to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violation at Waggoner Carrier shall be required to compensate the senior idle extra operator next in line, as of that date, a day's pay of eight hours at straight time rate.

5. (a) When, on July 2, 1960, at Mt. Pulaski, Illinois (in the absence of an emergency), it permitted or required trainman Reeves of Train No. 68 to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violations at Mt. Pulaski Carrier shall be required to compensate the senior idle operator, as of that date, a day's pay of eight hours at straight time rate.

6. (a) When, on July 2, 1960, at Avenue Yard, Springfield, Illinois (in the absence of an emergency), it permitted or required trainman Westray of Train Extra 9156 South to call the dispatcher at Champaign, Illinois on the telephone in connection with train movements.

(b) Because of such violation at Avenue Yard Carrier shall be required to compensate the senior idle extra telegrapher next in line as of that date, a day's pay of eight hours at straight time rate.

EMPLOYES' STATEMENT OF FACTS: The current agreement between the parties (which by reference hereto is made a part of this submission) provides in Rule 1-Scope as follows:

"A. For positions held by manager, chief and assistant chief operators, telegraphers, telephone operators, mechanical message machine operators located in telegraph offices, mechanical message machine operators who transmit telegrams between points not within one terminal, agents (freight and ticket), agent telegraphers, agent telephoners, towermen, levermen, tower and train directors, block operators and staffmen, except as per Rule 2, the following rates of pay, rules for overtime and working conditions will apply * * *"

The balance of Rule 1 is not pertinent to this dispute.

Rule 2 - Exceptions, specifies that:

"The provisions of this schedule will not apply to train dispatchers, yardmasters, mechanical message machine operators, except as specified in Rule 1, telautograph operators, switchboard operators, supervisory or traffic department agents; nor small non-telegraph stations except as specified in Rule 33."

"RULE 4.

HANDLING TRAIN ORDERS

A. No employe other than covered by this schedule and train dispatchers will be permitted to handle train orders at telegraph or

correspondence exchanged between the Manager of Personnel and the General Chairman relative to these disputes.

The Agreement between the parties, effective June 1, 1951, as revised December 1, 1956, is by reference made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves an interpretation of Rule 4 (c) of the Agreement as interpreted by Award 13689.

It appears to the Board that the instances complained of in this case are of the same nature as the claim involved in Award 13689. We, therefore, hold on the basis of stare decisis, that the conclusions reached in that case are controlling in the instant dispute, and the claims will be sustained.

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 7th day of April 1967.