

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David L. Kabaker, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Illinois Central Railroad, that:

CLAIM NO. 1

Com. File: None - Car. File: 137-218-524 Spl

Case No. 683 Tel

1. Carrier violated the terms of an agreement between the parties hereto when on August 14, 1966 it required or permitted Conductor C. Anderson (Pilot) on Illinois Terminal Extra 1603 North, an employe not covered by the parties' agreement to take train orders Nos. 19 and 21, and receive information in connection with the movement of his train in the absence of an emergency as prescribed by Rule 4(c).

2. Carrier shall, because of the violations set forth above, compensate the senior idle extra operator, or, in the absence of such the senior idle telegrapher observing his rest day at the nearest open telegraph station, a day's (8 hours) pay at the applicable rate of the position occupied.

CLAIM NO. 2

Com. File: None - Car. File: 137-218-42 Spl

Case No. 690 Spl

1. Carrier violated the terms of an agreement between the parties hereto when on August 23, 1966 it required or permitted a member of the crew of Engine 437 to take a train order over the radio-telephone at the PPG Plant.

2. Carrier shall, because of the violation set forth above, compensate the senior idle extra operator available and/or the nearest operator available on his rest day, a day's (8 hours) pay at the rate of the Decatur Ticket Office.

CLAIM NO. 3

Com. File: None -- Car. File: 137-218-524 Spl
Case No. 693 Tel

1. Carrier violated the terms of an agreement between the parties hereto when on August 30, 1967 it required or permitted IT Extra 1604 South to deliver Train Order No. 18 to IT Engine 1602 at Alhambra, Illinois.

2. Carrier shall, because of the violation set forth above, compensate the senior idle extra employe, or in the absence of such, the nearest operator observing his rest day, a day's (8 hours) pay at the minimum rate on the district.

EMPLOYEES' STATEMENT OF FACTS: The claims in this case are based upon the provisions of an Agreement effective June 1, 1951, revised December 1, 1956, and as otherwise amended and supplemented, made between the Illinois Central Railroad Company, hereinafter referred to as Carrier, and The Order of Railroad Telegraphers, renamed the Transportation-Communication Employees Union, hereinafter referred to as Employees and/or Union. Copies of these Agreements are on file with your Board and are, by this reference, made a part hereof.

The issue in all of the claims incorporated herein involves the right of covered employes to perform the train order work, both by telephone and radio-telephone, including the handling of train orders in connection with the movement of trains in accordance with the provisions of the parties' Agreement.

The three (3) claims incorporated into this submission to your Board were handled separately on the property. The National Agreement of August 21, 1954, sets out the procedures and time limitations for the presentation and processing of claims and grievances. There is nothing in that Agreement which prohibits the Employees from merging several claims between the same parties, arising out of the same Agreement involving identical issues, providing each of the claims is presented within the time limits provided in Section 1 (a) of Article V thereof, and provided that the claims are presented in accordance with the other provisions of the Agreement. Such procedure has been validated by your Board in numerous Awards, amongst which are: Awards 12424 (Dorsey), 11300 (Moore), 11174, 11120 (Dolnick), 10619 (LaBelle), 4821 (Carter).

CLAIM NO. 1

The facts in this claim are not in dispute. At or about 9:00 A. M., Sunday, August 14, 1966, Illinois Terminal Extra 1603 North, while detouring over Illinois Central tracks Mont, Illinois to Avenue, needed train orders. Conductor Anderson, acting as pilot of the train, came in on the train dispatcher's telephone at Mont, made an inquiry as to the location of the 9365, also informed the train dispatcher that "we don't have any orders." The train dispatcher informed the conductor that the train orders governing the movement of his train over the Illinois Central had been put out at Glen Tower. The dispatcher rang Glen Tower, following which "Operator Seaton at Glen Tower transmitted train orders Nos. 19 and 21 to Conductor Anderson, who

"OPERATOR: You were cleared with two Orders 19 and 21 at 7:01 A. M.

CONDUCTOR: O.K., thanks."

On August 24, 1966, a claim for a day's pay based on this occurrence was filed by the local chairman on behalf of "the senior idle extra operator and/or operator observing his day of rest at nearest open telegraph station." (Carrier's Exhibit A.) That claim was declined by the superintendent of the Illinois Division and was appealed to the director of labor relations on October 24, 1966. (Carrier's Exhibit B.) On December 5, 1966, the claim was declined by that office. (Carrier's Exhibit C.)

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier raises a procedural issue in all three claims that the Petitioner failed to identify the employee allegedly "involved" and, therefore, failed to comply with Rule 27(a) of the Agreement between the parties.

We find that the employee involved in each claim has been sufficiently identified by description even though unnamed. Support for this conclusion is found in Award 12299 of this Division, wherein the Board stated:

"We can agree that Claimants should be identified without requiring that they be named. A name is not a man, but merely one form of identification of a man. Other reasonable identifications should be acceptable, the test being the pragmatic one: can he be found from the description. If the description is so diffuse, so ambiguous, so loose that a dispute would ensue as to whom it meant, it is an inadequate description. If, however, it so describes a man that he can be found without difficulty, all reasonable demands for specificity are satisfied.

* * * * *

Once before, we said, in Award No. 11214: 'It is not the purpose of the Railway Labor Act or the August 21, 1954 Agreement to dismiss disputes on mere technicalities. It is, rather, the intent to resolve them on the merits unless it is clear that the essential procedural provisions have been completely ignored or that the Carrier is unable to ascertain the identity of the Claimants.'

Further support for this conclusion is to be found in Award 14019 of this Division.

In relation to the merits of the claims, we find that in Claim No. 1 "Operator Seaton at Glen Tower transmitted train orders No. 19 and 20 to Conductor Anderson, who took them over the telephone".

In Claim No. 2 the Operator at Decatur transmitted the train order over the radio telephone to the crew on Work Extra 437.

In Claim No. 3, Train Order was issued to IT Extra 1604 who carried the same to Alhambra, Illinois, and delivered same to IT Engine 1602 at that station location.

All three claims involve, basically, the same issues. In Claim No. 1 the question at hand is whether the Agreement was violated when the conductor obtained a train order over the telephone from a telegraph operator (covered by this agreement), at a point where no telegrapher was employed. In Claim No. 2 and 3 the question involves delivery of a train order to a train crew at a point where an operator is employed to be executed by the crew at a point where no operator is employed.

Rule 4(c) is cited by the Petitioner as having been violated by the Carrier. The prohibition in the Rule relates to calls from train or engine service employes to dispatchers on the telephone or the taking of train orders over the phone from dispatchers.

The situations in the instant claims do not involve taking train orders over the phone from dispatchers, but relates to taking train orders from operators who are employes covered by this Agreement.

Petitioner has failed to sustain the burden of proving a violation of the Agreement. We find no provision in Rule 4 that would restrict a train service employe from receiving a train order from a telegrapher. We further find that the train orders herein were delivered by an operator to the conductor and the train crew and that there was no direct communication to the conductor or the train crew by the dispatcher.

In the instant matter a telegraph operator copied train orders from a dispatcher and effectively delivered same to the party addressed thereto. We find nothing in the record that would establish a violation of Rule 4 of the Agreement. Accordingly, the claims must be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 not violated.

AWARD

Claims 1, 2 and 3 are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1970.