

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19285
Docket Number TE-17250

Arthur W. Devine, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
((Formerly Transportation-Communication Employees Union)
PARTIES TO DISPUTE: (
(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: 137-218-795
Spl. Case No. 526 Tel.

1. Carrier violated the terms of an agreement between the parties hereto when on January 21, 1966, it required or permitted an employee outside the scope of said agreement to transmit a communication of record (work and pick up message) over the telephone from Champaign to the Operator at Clinton, Illinois.

2. Carrier shall, because of the violation set out above compensate Operator E. L. Luke for a day's (8 hours) pay at the applicable rate of pay.

CLAIM NO. 2

Com. File: None
Car. File: 137-218-795
Spl. Case No. 520 Tel.

1. Carrier violated the terms of an agreement between the parties when on January 22, 1966, it required or permitted Engineer Schaefer on No. 65 Eng. 9156 at Alhambra, Illinois, to call the dispatcher on the telephone in connection with the movement of his train in the absence of an emergency.

2. Carrier shall, because of the violation set forth above, compensate Operator J. M. Resetto, or in his absence, Operator D. E. Harris or R. E. Salter, idle and available on their rest day or days, at the rate applicable at Alhambra, Illinois.

CLAIM NO. 3

Com. File: None
CAR. FILE: 137-218-795
Spl. Case No. 528 Tel.

1. Carrier violated the terms of an agreement between the parties hereto when on January 25, 1966 it permitted or required an employee not within

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((Formerly Transportation-Communication Employees Union)
PARTIES TO DISPUTE: (
(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: 137-218-795
Spl. Case No. 526 Tel.

1. Carrier violated the terms of an agreement between the parties hereto when on January 21, 1966, it required or permitted an employee outside the scope of said agreement to transmit a communication of record (work and pick up message) over the telephone from Champaign to the Operator at Clinton, Illinois.

2. Carrier shall, because of the violation set out above compensate Operator E. L. Luke for a day's (8 hours) pay at the applicable rate of pay.

CLAIM NO. 2

Com. File: None
Car. File: 137-218-795
Spl. Case No. 520 Tel.

1. Carrier violated the terms of an agreement between the parties when on January 22, 1966, it required or permitted Engineer Schaefer on No. 65 Eng. 9156 at Alhambra, Illinois, to call the dispatcher on the telephone in connection with the movement of his train in the absence of an emergency.

2. Carrier shall, because of the violation set forth above, compensate Operator J. M. Resetto, or in his absence, Operator D. E. Harris or R. E. Salter, idle and available on their rest day or days, at the rate applicable at Alhambra, Illinois.

CLAIM NO. 3

Com. File: None
CAR. FILE: 137-218-795
Spl. Case No. 528 Tel.

1. Carrier violated the terms of an agreement between the parties hereto when on January 25, 1966 it permitted or required an employee not within

We believe it is unnecessary to discuss the arguments of the parties in detail. Our examination of those arguments, in view of the facts of record, lead us to a conclusion that with respect to claims Nos. 2 and 4 the agreement was violated, and that as to claims Nos. 1, 3 and 5 no violation of the agreement is shown. The dispute will be disposed of accordingly.

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 to the extent indicated in the Opinion.

A W A R D

Claims Nos. 2 and 4 sustained; Claims Nos. 1, 3 and 5 denied, in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1972.