

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20304
Docket Number MS-20399

Frederick R. Blackwell, Referee

(Mr. R. E. Parr

PARTIES TO DISPUTE: (

(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: 1. (a) Carrier is violating the Agreement by refusing to designate in writing the location, times and days when Mr. R. E. Parr, a "Utility Employee", is to report for utility service, or the hours of the day when he shall be available for call, within his home zone.

(b) Carrier is violating the Agreement by requiring Mr. R. E. Parr to ~~perform~~ utility service outside of his home zone.

2. (a) Because of the violation the Carrier shall be required to compensate Mr. Parr his guaranteed rate of pay for eight hours per day, forty (40) hours per week, less any compensation received for work performed within his home zone, **commencing** September 15, 1972, and continuing thereafter until the violation is discontinued.

(b) Because of the violation the Carrier shall be required to compensate Mr. Parr for eight (8) hours at the time and one half for each and every day he is required to work outside of his home zone **commencing** September 15, 1972, and continuing thereafter until the violation is discontinued.

3. In addition to Mr. Parr, the Carrier shall be required to compensate each and every Utility Employee the above amounts who are required to perform Utility Service outside of their home zones.

Check of Carrier records to be made to determine Claimants and amounts due.

OPINION OF BOARD: The claim herein arose out of the application of the **Merger** Protective Agreement of September 15, 1972. It is clear from the record that at the time the Agreement became effective claimant Petitioner was working off the extra board.

It is also clear from the record that the parties to the Agreement had **an** understanding that an "extra" **employe** who was in that status on the date of the merger could continue to be used outside of his **home** zone to perform extra work. We agree with the Carrier that on the basis of the understanding of the parties to the Agreement, the claim before the Board is without contractual basis. It **must**, therefore, be denied.

In view of our decision as outlined above, it is not necessary to pass upon other issues raised.

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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June 1974.