

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21052
Docket Number CL-20794

Dana E. Eischen, Referee

(Brotherhood of Railway, Airline and Steamship
(Clerks, Freight Handlers, Express and Station
(**Employees**

PARTIES TO DISPUTE: (
(**Elgin, Joliet and** Eastern Railway Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-7605) that:

1. The Carrier violated the rules of the effective Clerks' Agreement, particularly the Memorandum of Agreement, dated July 23, 1969, when on Tuesday, April 3, 1973, it required and/or permitted an **employee** not covered by the scope of the governing Agreement to perform work covered by the scope thereof.

2. The Carrier shall **now** be required to compensate Input/**Output** Technician Marilyn Maleck eight (8) hours' pay at the time **and** one-half rate of **an** Input/Output Technician's position for Tuesday, April 3, 1973.

OPINION OF BOARD: Like its companion cases the instant claim alleges violations of the Clerks' Agreement and a **Memorandum** of Agreement dated July 23, 1969 when certain supervisory **employees** outside that Agreement operated teleprocessing devices to retrieve information **from** Carriers computerized Car Control System.

The record in this case shows that one E. Trajkovski, Foreman of Building Services, operated a teleprocessing device (2260 Scope Machine) on Tuesday, April 3, 1973 at some time between 4:00 P.M. and Midnight. The record does not indicate for what **purpose the** Maintenance Supervisor was operating the computer teleprocessing device but Carrier stated it was for information retrieval **or** "Output" purposes relative to the "**whereabout** of a couple of cars." Claimant Marilyn Maleck was the Input/Output Technician on duty on a relief assignment at the time Trajkovski operated the teleprocessing device.

For reasons set forth in greater detail in Award 21050 we shall sustain the **claim**. Relative to damages, the record does not show precisely how much work Trajkovski performed. Claimant was the regularly assigned relief and was working at the time the violation occurred. We find no basis for payment of eight (8) hours and sustain the claim **only** to the extent of a minimum call of three (3) hours per Rule 43.

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.

A W A R D

Claim sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of April 1976.