

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23607
Docket Number CL-23391

Martin F. Scheinman, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
{ Kentucky and Indiana Terminal Railroad Company

STATEMENT OF CLAIM: Claim of the Committee of the Brotherhood (GL-9008)
that:

Carrier violated the agreement, twice on December 14, 1978, when it required and/or permitted the conductor of Airline Train No. 112-124's connection to handle (copy) train order Nos. 111 and 118, via Radio Communication.

Carrier shall because of this violation, compensate the senior available employe, extra in preference, for a minimum of 3 hours pay for each violation at the rate of pay in effect at the V.I. Tower on this date.

OPINION OF BOARD: The Organization claims that Carrier violated the Agreement when an employe of the Southern Railway handled train orders on December 14, 1978. It contends that the train orders should have been performed by employes of the Kentucky and Indiana Railroad Company (K.I.T.) The Employes ask that the senior available employe be paid for a minimum of three (3) hours pay for each of the two violations on December 14, 1978.

Carrier argues that it has not violated the Agreement. It contends that the train order was submitted by a Southern Dispatcher to a K.I.T. Operator who, in turn, delivered the order to the Southern conductor. In its view, no unauthorized individuals were involved in the transaction.

We agree with Carrier's contention that the method used in transmitting the train order would be proper on the Southern Railway. However, the train orders were transmitted from a K.I.T. terminal. For this reason, the K.I.T. rules must apply. This is not a situation where policy is being dictated to an owner railroad. Rather, this is simply a situation where we are adhering to the requirements of the Agreement reached between these parties.

Rule 1, Scope, and Rule 2, Handling of Train Orders, clearly indicate that the work should have been performed by an employe or employes covered by the Agreement. Therefore, Carrier violated the Agreement when its non-covered employes handled the train orders. We will direct that a call, as specified under the Agreement, be paid. Any other claim for compensation is rejected.

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 in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March 1982.

