

COOPERATING RAILWAY LABOR ORGANIZATIONS

G. E. Leighty • Chairman
Railway Labor Building • Suite 604
400 First Street, N.W. • Washington, D. C. 20001
Code 202 RE 7-1541

John J. McNamara • Treasurer
Fifth Floor, VFW Building
200 Maryland Ave., N.E. • Washington, D. C. 20002
Code 202 547-7540

January 12, 1970

Mr. C. L. Dennis
Mr. H. C. Crotty ←
Mr. A. R. Lowry
Mr. C. J. Chamberlain
Mr. R. W. Smith

Subject: Disputes Committee No. 605
Awards 178 - 179 and 180
Award No. 186 (Signalmen Case)

Dear Sirs and Brothers:

I am enclosing herewith Awards No. 178, 179 and 180 signed by Referee Zumas on January 7, 1970. While we are not pleased with these Awards we do not believe it would serve any good purpose to write dissents to them.

I am also enclosing a copy of Award No. 186 which is an Award agreed to by the Carrier and Employee Members of the Disputes Committee and is a favorable Award for the Signalmen.

Fraternally yours,

G. E. Leighty

Chairman
Five Cooperating Railway Labor Organizations

cc: Mr. L. P. Schoene
Mr. F. T. Lynch

GEL:bk

SPECIAL BOARD OF ADJUSTMENT NO. 605

[Handwritten signature]
PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Illinois Central Railroad Company

QUESTIONS

- AT ISSUE:
1. Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Article I, Section 1 and Article II, Section 1 when on March 1, 1965 and subsequent days it refused to compensate Messenger Louis Williams, Jr., New Orleans, Louisiana, his protected rate of pay.
 2. Shall the Carrier be required to compensate Louis Williams, Jr., the normal rate of compensation for the regular assigned position he held on October 1, 1964, in addition to adjustments to include subsequent general wage increases from March 1, 1965 to the date he is compensated in accordance with the provisions of the February 7, 1965 Agreement.

OPINION
OF BOARD:

Claimant is a protected employee pursuant to Article I, Section 1, of the February 7, 1965 National Agreement. On December 25, 1964, in the course of his duties as a motor messenger, he was involved in an accident. Following an investigation, he was thereafter disqualified as an automobile messenger. Inasmuch as Claimant's seniority is restricted to messengers only, consequently, he was eliminated from performing any work in that classification.

In this posture, the Organization contends that the Carrier violated Article II, Section 1, of the February 7, 1965 National Agreement.

The Carrier, in turn, argues that the instant claim was progressed on the property on the basis of discipline. Therefore, the provisions of Article IV, Section 5, hereinafter quoted, is applicable:

"A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement;
. . ."

In our view, the instant matter is not properly before us and, therefore, is dismissed.

Award:

The answer to Questions (1) and (2) is in the negative.

Dated: Washington, D. C.
December 17, 1969

[Handwritten signature: Murray M. Rolman]
Murray M. Rolman
(Neutral Member)