

Award No. 6003
Docket No. 5780
2-CSS&SB-EW-'70

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Gilden when award was rendered.

PARTIES TO DISPUTE:

RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO
(Electrical Workers)

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Chicago, South Shore and South Bend Railroad violated the current agreement when they used a Foreman to perform Signalmen's work on June 9 and June 13, 1968.

2. That the Chicago, South Shore and South Bend Railroad be ordered to pay Signalman Raymond Kaiser an additional four (4) hours' pay at the straight-time rate of pay for each of the following dates: June 9 and June 13, 1968.

EMPLOYEES' STATEMENT OF FACTS: The Chicago, South Shore and South Bend Railroad, hereinafter referred to as the carrier, employs a group of electrical workers classed as signalmen, who are assigned to perform all work on signal equipment on the carrier's property. In this group is Signalman Raymond Kaiser, hereinafter referred to as the claimant.

On June 9, 1968, about 1:00 A.M., a flashing light signal at School Street, Michigan City, Indiana, was damaged as the result of an accident with an automobile and Train No. 239. On June 13, 1968, during the early evening rush hour, all trains were stopped due to a malfunction of signals between Tamarek and Sheridan, Indiana.

On both June 9 and June 13, 1968, Foreman Charles Wiseman was used to make repairs to the signal equipment.

The carrier has the signal maintenance divided into four (4) territories. The claimant is regularly assigned to Territory No. 1, Signalman Smith is regularly assigned to Territory No. 2, and Signalman Morris is assigned to Territory No. 3.

Signalman Smith, Territory No. 2, was on vacation June 9 and June 13, 1968. The claimant, Territory No. 1, and Signalman Morris, Territory No. 3,

In view of the exigency of the situation, we hold that Charles Wiseman, Signal Foreman, permitted to be a working foreman when supervising less than three men, was the first available man within the craft to perform work created by an emergency.

For these reasons, the Carrier respectfully submits that the Board deny the claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

In delineating the jurisdictional boundaries of each of the Divisions of the National Railroad Adjustment Board, Section 3, First (h) of the Railway Labor Act allocates to the Second Division jurisdiction over disputes involving electrical workers. Similarly, said provision confers jurisdiction on the Third Division as regards disputes involving signalmen.

Notwithstanding that claimant is represented by Local Union No. 1392, International Brotherhood of Electrical Workers, and is subject to and governed by the labor contract between Carrier and the Electrical Workers, the circumstance that he is a signalman, and not an electrical worker, precludes this Division from adjudicating this claim.

(Once this Division is put on notice that the matter is outside its province it must proceed on its own motion to dismiss the claim for want of jurisdiction. This is the proper course, even though the parties themselves have not raised this point on the property. See Award No. 12223, National Railroad Adjustment Board, Third Division.

AWARD

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1970.

Keenan Printing Co., Chicago, Ill.

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