

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

CHICAGO GREAT WESTERN RAILWAY COMPANY

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

STATEMENT OF CLAIM: (1) Claim that Carrier has violated Article II of the Agreement signed at Chicago, Illinois, August 21, 1954, by making reduction in force to eliminate holiday pay.

(2) Claim that Carrier has violated Rule 78 of the Signalmen's Agreement (effective January 1, 1939) by failing to improve facilities in camp cars.

BROTHERHOOD'S STATEMENT OF FACTS AND POSITION: These cases are among a large group of unsettled disputes involving this Carrier and several of the non-operating organizations. Their handling on the property has not been concluded, and our right to settle them by further negotiations or by means other than the National Railroad Adjustment Board has been challenged by the Carrier in the Courts.

It is our position that until the Courts have determined this matter and until these disputes have been handled to a conclusion as provided in Sec. 3, First (i) of the Railway Labor Act, as amended, they are not properly referable to your Board.

With reference to Claim (2): Contrary to the statement made by Mr. D. K. Lawson in his letter to Mr. A. I. Tummon, under date of December 11, 1956, this claim has not been satisfactorily disposed of on the property.

CARRIER'S STATEMENT OF FACTS: Rule 78 of Agreement between the Chicago Great Western Railway Company and the Brotherhood of Railroad Signalmen of America (effective January 1, 1939) reads as follows:

"Boarding and sleeping cars will be maintained in a sanitary condition and equipped suitable to the needs and comforts of the employees."

On January 26, 1956, System General Chairman LeBaron of the Brotherhood of Railroad Signalmen of America addressed letter to the Carrier concerning the "necessity of placing the camp cars assigned to Signal Gang No. 6 in a sanitary condition and equipped suitable to the needs and comforts of the employees."

Order for mobile highway camp car equipment was placed some time ago; however, because of the special nature of this particular equipment, the manufacturer is reluctant to furnish us a firm delivery date. I shall write you again as soon as definite information is received.

Yours truly,

(Signed) D. K. Lawson
Personnel Officer

CARRIER'S POSITION: As indicated in Carrier's Statement of Facts, the Carrier advised the Employees on February 24, 1956, that their complaint of January 26, 1956, concerning the condition of rail camp cars assigned to Signal Gang No. 6 had been investigated and that to correct the situation consideration was being given to replacement with new mobile highway camp car equipment as it was no longer feasible to repair the old rail equipment. Order for the new equipment was subsequently placed with the manufacturer and the Employees advised accordingly.

In view of the evidence in this case it is the Carrier's position that Rule 78 of the Signalmen's Agreement has not been violated and we respectfully request that claim be denied.

Carrier affirmatively states that all matters referred to in this submission have been presented to the other party and made a part of the particular question in dispute.

OPINION OF BOARD: It is contended that Carrier has violated applicable Agreements by (1) making a reduction in force to eliminate holiday pay and (2) failing to improve facilities in camp cars.

The latter point—that relating to camp car facilities—is now moot since it appears that the cars that were the subject of the claim have been replaced with new mobile highway camp car equipment. The Organization has neither explained nor denied the evidence regarding the new equipment nor found fault with it in any respect.

As to the first part of the claim, we find insufficient evidence in the record to warrant our consideration.

Under the circumstances, we have no alternative but to dismiss the claim in its entirety.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 claim should be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of July 1961.