

Award No. 14368

Docket No. SG-12279

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago Great Western Railway that:

(a) The Carrier violated and continues to violate the Signalmen's Agreement when it assigned an employe outside our class and craft to the designing, tracing, and preparation of plans, estimates and blueprints for signal circuits.

(b) The senior Assistant Signaller be compensated the difference between his Assistant Signaller's rate and that of Signaller since May 19, 1959, until the condition is corrected. [Carrier's File: S-7]

EMPLOYEES' STATEMENT OF FACTS: Prior to July 1, 1958, there were three (3) Signal Inspector positions on this Carrier. The duties of the Signal Inspectors included the inspecting and testing of signal appliances, apparatus, circuits and appurtenances, and the designing, tracing, and preparation of all plans and blueprints for signal circuits.

The designing, tracing, and preparation of all blueprints, etc., was performed by one or more of the three (3) Signal Inspectors in the drafting room of the Signal Department. This practice had been in effect since about 1944 and was in effect at the time of the signing of the current Signalmen's Agreement dated June 1, 1958.

On or about July 1, 1958, one of the Signal Inspectors was promoted by the Carrier to the rank of Signal Supervisor, and the Carrier at the same time removed the work of designing, tracing, and preparation of plans and blueprints from the jurisdiction of the other Signal Inspectors, and assigned all such work to an employe in the Engineering Department.

In view of the fact that the designing, tracing, and preparation of blueprints and plans for signal circuits had, since about 1944, been performed by signal employes and, accordingly, recognized as signal work coming within the Scope of the Signalmen's Agreement, General Chairman R. B. LeBaron presented the following claim to Mr. A. E. Smith, Chief Engineer, under date of July 17, 1959:

Mr. R. B. LeBaron, System General Chairman
Brotherhood of Railroad Signalmen
4039 North 13th Street
Milwaukee 9, Wisconsin

Dear Sir:

This will acknowledge receipt of your letter July 17, presenting claim that 'The senior assistant signalman be compensated the difference between his assistant signalman's rate and that of signalman since May 19, 1959', premised on an alleged violation of the Signalmen's Agreement account an employe of other than the signalman's craft performing service including 'the designing, tracing and preparation of plans, estimates and blue prints for signal circuits.'

Claim is completely devoid of merit, and is respectfully declined for numerous reasons, including the following:

1. Claim is vague and indefinite in that no claimant is named, etc.
2. Claim has not been presented and progressed in the manner contemplated by terms of either the collective agreement or the Railway Labor Act.
3. Work of 'designing, tracing and preparation of plans, estimates and blue prints for signal circuits' is not covered by scope of the Signalmen's Agreement.
4. Proof that said work is not covered by scope of Signalmen's Agreement is contained in letter written over your signature under date of January 7, 1959.
5. The fact that in the past signal inspectors may have engaged in such work did not have the effect of awarding the exclusive right to the performance of said work to employes of the signalmen's craft.
6. Even if such work were included in scope of Signalmen's Agreement, there could be no valid basis for claim in behalf of an assistant signalman for 'the difference between his assistant signalman's rate and that of signalman.'

Yours truly,

/s/ A. E. Smith
Chief Engineer"

OPINION OF BOARD: Carrier's action upon which the Organization predicates the claim here before us occurred July 1, 1958.

Rule 63 of the applicable agreement provides that "all claims and grievances must be presented in writing by or on behalf of the employes involved . . . within 60 days from the date of the occurrence on which the claim or grievance is based. . . ."

Organization presented this claim to the Carrier in writing on July 17, 1959 — more than a year later. The claim is thus invalid, and a dismissal award is required.

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 Claim shall 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 29th day of April 1966.

DISSENT TO AWARD NO. 14368, DOCKET NO. SG-12279

The Majority, in their zeal to make a case for the Carrier, chose to ignore Rule 63 (d); for it cannot be denied that if the claimed violation existed on July 1, 1958, such violation continues to exist until the claimed work is properly assigned. The Majority's award is not only completely in error, but does violence to our previous awards and the parties' Agreement, and I dissent.

W. W. Altus
For Labor Members
5/18/66