Award No. 15762
Docket No. SG-15287

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Harr, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE NEW YORK CENTRAL RAILROAD COMPANY
(Eastern District except Boston and Albany Division)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the New York Central Railroad Company (Buffalo and East) that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Section 81, when it abolished construction forces at East Syracuse, New York, on or about September 13, 1963, and soon thereafter established new maintenance positions at Syracuse and required the incumbents thereof to perform construction work.

(b) The Carrier be required to compensate D. J. O'Connel, W. R. Polley, R. D. Rowley, P. F. Johnson, and J. W. Ryan, the construction men whose positions were abolished, the amount that the maintenance forces were compensated for performing the construction work in question, plus any additional expenses incurred by the construction men because of the abolishment of their positions.

[Carrier's File: 114-B (SG63.13)]

EMPLOYES' STATEMENT OF FACTS: Under Section 52 of the current Signalmen's Agreement, which reads:

"Sec. 52. Seniority of employes, unless otherwise agreed upon, shall be restricted to the territory over which one Signal Supervisor or Signal Shop Supervisor has jurisdiction, or to work assigned to the Signal Engineer's construction forces."

The Signal Engineer's construction forces constitute a separate seniority district. Other seniority districts are restricted to a Signal Supervisor's or a Signal Shop Supervisor's territory. This places a distinction between signal **construction** work and signal **maintenance** work.

Under Section 44 of the current Signalmen's Agreement, which reads:

"Sec. 44. Boarding cars shall be the headquarters as referred to in this agreement for employes assigned to such cars.

Under date of May 23, 1964, the General Chairman requested an agreement to waive further discussion of the issue and to which Carrier expressed its willingness under date of June 8, 1964.

Mr. Rowley voluntarily resigned from the service of Carrier on May 25, 1964.

Carrier has reproduced the complete exchange of correspondence in this case as Carrier's Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier contends that Item (b) of the Claim presented to the Board in the Employes' notice of September 23, 1964, is not the claim as handled on the property.

The correspondence between the parties, on the property, is attached to Carrier's submission and identified as Carrier's Exhibit A.

The Employes' have attached a portion of this correspondence to their submission but did not reproduce the Local Chairman's original letter of October 25, 1963.

From a review of the correspondence between the parties, as reproduced in the record, we find that Paragraph (b) of the Statement of Employes' claim does not appear as such.

We do not believe that the claim was handled in compliance with the provisions of the Railway Labor Act; Circular No. 1 of the National Railroad Adjustment Board and Section 1(c) of Article II of the National Agreement of August 21, 1964.

We will dismiss the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of July 1967.

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