



Award Number 17420

Docket Number SG-17136

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the New York, New Haven and Hartford Railroad Company:

On behalf of Signal Foreman H. J. Madden for eight (8) hours' time and one-half pay, and twelve (12) hours' double time pay account men from his gang called May 4, 1966, to work overtime in making repairs after fire damaged a 60-conductor cable west of the Bridgeport Passenger Station Platform.

(Carrier's File: Railroad Docket 10,503)

EMPLOYEES' STATEMENT OF FACTS: Following a fire on May 4, 1966, which damaged a 60-conductor signal cable, some signal gang employees were called to work overtime in making repairs. Claimant Madden, the Signal Foreman who supervises the work of these gang men during regular working hours, was not called. Instead, his men were supervised, while performing this overtime repair work, by a Signal Supervisor and a Signal Maintenance Foreman.

Signal Supervisors and Signal Maintenance Foreman are not classified in or covered by the Signalmen's Agreement.

Because Claimant Madden was not called to supervise men whom he supervises during regular working hours, claim on his behalf was filed May 12, 1966, by the Local Chairman subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving satisfactory settlement. Pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 11.

There is an agreement in effect between the parties to this dispute, bearing an effective date of September 1, 1949, as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS: The claimant in this dispute, Mr. H. J. Madden, has been in the employ of this Company since April 1940, and is presently employed as Signal Foreman headquartered at Bridgeport, Connecticut.

On the evening of May 4, 1966, fire destroyed a signal cable west of the Bridgeport Passenger Station Platform. In order to effect the necessary emergency repairs to the damaged signal cable and restore the signals and switches to service as expeditiously as possible, Signal Supervisor H. J. Foster and Maintenance Foreman J. E. Brown called one Leading Signaller and two Signallers from the forces under Mr. Madden's jurisdiction and one Maintainer on whose territory the fire occurred. These were the only signal forces required to perform the necessary repairs.

Claim was initiated on behalf of Mr. Madden for eight hours at the time and one-half rate and twelve hours at the double time rate account of not called to work on May 4, 1966, when men of his gang were used. The claim was progressed through the prescribed channels on the property up to and including the undersigned.

Attached in exhibit form is copy of pertinent correspondence as follows:

"A"—General Chairman's appeal

"B"—Carrier's decision

Copy of Agreement between the parties, dated September 1, 1949, as amended, is on file with your Board and is, by reference, made a part of this submission.

(Exhibits not reproduced)

OPINION OF BOARD: Claimant is employed as a Signal Foreman. On May 4, 1966, certain supervisory personnel of the Carrier not covered by the Agreement, called out members of Claimant's gang without calling Claimant, to perform emergency work occurring after regular hours.

The Organization contends before this Board that the Scope Rule and the Foremen's Classification Rule of the Agreement were violated by Carrier because it permitted work reserved by those rules to the Claimant to be performed by personnel not covered by the Agreement.

However, that issue was not raised or considered by the parties in their handling of this claim on the property. Consequently, it is not properly before us for resolution. The case handled on the property was based on an alleged practice, proof of which is not contained in the record.

The claim must, therefore, be dismissed.

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; and

That Claim fails for lack of proof.

A W A R D

Claim dismissed.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 11th day of September 1969.