Award Number 17611

Docket Number SG-18172

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

READING COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Reading Company:

On behalf of the following Signal Department Employes headquartered at the Wayne Junction Signal Shop:

Name	Employe No.	Hours and Rate	Total Amount
E. Hower	77718	8 hours @ $3.2737	$26.19
R. Hummel	84873	8 hours @ 3.3337	26.67
J. Fiori	5376	8 hours @ 4.0950	32.76
C. Peters Jr.	63021	8 hours @ 3.2050	25.64
D. Wilson	47378	8 hours @ 2.7650	22.12
K. Yoder	3649	8 hours @ 3.3337	26.67
J. Cornell	3676	8 hours @ 3.2050	25.64
E. Lyons	66796	8 hours @ 2.8650	22.92
F. Tomlinson	1744	8 hours @ 4.0950	32.76
E. Griffith	1751	8 hours @ 3.3337	26.67
J. Schuessler	63626	8 hours @ 2.7650	22.12
G. Benner	63611	8 hours @ 3.2050	25.64

account during the Shop Craft Organization's strike on July 16, 1967, Carrier suspended all employment for Signal Department employes without giving notice in accordance with and required by the provisions of Article VI of the August 21, 1954 National Agreement and Article I, Section 4, of the February 7, 1965 Mediation Agreement.

(Carrier's File: 5201.5.)

EMPLOYES' STATEMENT OF FACTS: Due to a strike by Shop Craft employees, Carrier issued a notice dated July 17, 1967, notifying all employees their positions were suspended until further notice. This notice was posted on Monday morning, July 17, 1967. Though the strike ended quickly, Claimants lost eight hours' pay for July 17, 1967. Subsequently the Local Chairman filed a claim on their behalf for eight hours' pay each for the time they lost that day.

The claim was handled to a conclusion on the property, without settlement, on the basis Carrier violated the Signalmen's Agreement and the February 7, 1965 Agreement. The question of whether or not the February 7, 1965 Agreement was violated is being submitted to a Disputes Committee established under the terms of that Agreement. The issue being presented

herein is whether or not Carrier's action was violative of the other agreement cited in our Statement of Claim—Article VI of the August 21, 1954 Agreement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of August 1, 1953, as amended, is by reference made a part of the record in this dispute. The August 21, 1954 National Agreement is also, by reference thereto, made a part of the record herein.

Pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 8.

(Exhibits Not Reproduced)

CARRIER'S STATEMENT OF FACTS: The instant claim has its origin in a wage dispute between the six shop craft unions and virtually all the nation's rail carriers. After several extensions pursuant to the intervention of the National Mediation Board and a Presidential Emergency Board, a strike materialized on Sunday, July 16, 1967, at approximately 6:00 A.M. It is obvious that Carrier was faced with the extremely burdensome task of notifying more than 7,000 employes with a severely limited staff. Investigation reveals that the instant claimants were not contacted due to the inability to reach them by telephone. Although attempts were made to contact these claimants, they failed to answer their telephone or to notify the Carrier as to their whereabouts. Moreover, various of the claimants refused to report for work and/or refused to cross the picket lines established by their fellow employes.

On October 21, 1968 the organization notified S. H. Schulty, Executive Secretary of the Third Division, of its intention to file an ex parte submission on November 20, 1968. Similarly, on October 21, 1968 the organization notified G. E. Leighty, Chariamn Employes' National Conference Committee and J. P. Hiltz, Jr., Chairman National Railway Labor Conference of the submission of an identical claim:

"Gentlemen:

"Please accept this as formal notice required by Section 3 of Article VII of the February 7, 1965 Agreement of the pendency of a dispute between this Organization and the Reading Company involving the following questions: . . ."

This case was accordingly docketed, SG-22-E, 2-7-65, Special Board of Adjustment No. 605 and on December 10, 1968 Carrier served the parties with copies of its submission.

OPINION OF BOARD: The issue involved in this Award is identical to the issue contained in Award No. 17610. Therefore, this claim will be dismissed in accordance with the findings in Award No. 17610.

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

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 17th day of December 1969.

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