

 Award No. 18315

Docket No. SG-18400

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ERIE-LACKAWANNA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie Lackawanna Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, when it failed and/or refused to properly notify the employees of the Signal Department that operations were suspended and positions were abolished, effective at the regular starting time on Monday, July 17, 1967.

(b-1) Carrier be required now to pay Kent Division Signal Department Employees one full day's pay for July 17, 1967.

(b-2) Carrier be required now to pay Marion Division (Kent District and Marion District) Signal Employees (G. C. Artrip, Jr., and 74 other named employees) eight (8) hours at the straight time rate of their respective positions on July 17, 1967, and overtime that may be involved account of the violation.

(b-3) Carrier be required now to pay Mahoning Seniority District Employees (F. A. Loutzenhiser and 52 other named employees) eight (8) hours at the straight time rate of their respective positions for July 17, 1967, account of the violation.

(b-4) Carrier be required now to pay Signal Department Employees on the Allegheny-Meadville Seniority District (Stephen J. Muzi and 11 other named employees) in accordance with the provisions of Rule 17 five (5) hours and twenty (20) minutes at the overtime rate account calls made on Sunday, July 16, 1967, that positions were abolished and on Monday, July 17, 1967, that there was a recall to work scheduled for July 18, 1967.

(b-5) Carrier be required now to pay Signal Department Employees on the Allegheny-Meadville Seniority District (Stephen J. Muzi and 11 other named employees) eight (8) hours at the straight time rate of their respective positions for July 17, 1967, account of the violation.

(b-6) Carrier be required now to pay Signal Department Employees on the New York Division (I. Vanoordt and 34 other named employees) eight (8) hours at the straight time rate of their respective positions for July 17, 1967, account of the violation.

(b-7) Carrier be required now to pay Signal Department Employees on the New York Division (O. Spiecker, Jr., and 28 other named employees) eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation.

(b-8) Carrier be required now to pay Signal Department Employees on the Buffalo Division (R. A. Flick and 23 other named employees) under the jurisdiction of Signal Supervisor G. Milanoski, eight (8) hours at the straight time rate of their respective positions on July 17, 1967, and any overtime that may be involved account of the violation.

(b-9) Carrier be required now to pay Signal Department Employees on the Buffalo Division, under the jurisdiction of Signal Supervisor (Acting) D. R. Hockenberry, eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation.

(b-10) Carrier be required now to pay Signal Department Employees on the Scranton Seniority District (E. Keiper, Jr., and 20 other named employees) eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation.

(b-11) Carrier be required now to pay Signal Department Employees on the Susquehanna Division Seniority District (E. L. Lester and 48 other named employees) eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation.

(b-12) Carrier be required now to pay (W. D. Zartman and 37 others) Signal Department Employees on the Marion District eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation.

(b-13) Carrier be required now to pay (W. A. Wolfe, Jr., and 19 others) Signal Department Employees on the Mahoning Division (Allegany-Meadville) eight (8) hours at the straight time rate of their respective positions on July 17, 1967, account of the violation. (Carrier's File: 160-SIG).

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of March 1, 1953, as amended, which provides in part:

"Rule 34. When force is reduced the senior man in a class on a seniority district capable of performing the work shall be retained. As much advance notice as possible will be given to employees laid off; in any event, not less than thirty (30) hours."

C. M. Miller, A. G. Storey, M. Rhow, R. W. Clark, G. S. Roe, Jr., and C. Abrams, Jr., as all other employees appear in the instant claim under "b-5" (Carrier's Exhibit "J").

"Each and every one of the Signal Department employees" involved herein were also included in an identical dispute before SBA 605, identified as Case No. SG-26-E, which was disposed of by Award 118 denying the claim of the Organization. Award 118 and Award 115 referred to therein are attached as Carrier's Exhibits "K" and "L".

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization comes to this Board with a statement of claim as quoted above, asking compensation for a number of employees of the Signal Department for improper notice that operations were suspended on certain dates.

Special Board of Adjustment No. 605, between these same parties, had before it as Case No. SG-26-E, a claim which reads as follows:

"(a) Carrier violated Article I, Section 4, of the agreement of February 7, 1965, when it failed and/or refused to properly notify the employees of the Signal Department, New York Division, that operation was suspended and positions were abolished effective at regular starting time Monday, July 17, 1967.

"(b) **Each and every one of the Signal Department employees adversely affected by an alleged strike** on July 17, 1967, be paid (8) hours at the straight-time rate of their respective positions for July 17, 1967, account of violation cited in the claim (a) above.

"Several employees who were adversely affected are named, this claim, as stated above, is for **each and every one of the Signal Department employees that were affected.**"

It is clear that the question brought to this Board has been heard by Special Board of Adjustment No. 605. It was dismissed as Award 118.

In Award 1223 (Coburn), Fourth Division, this Board said:

". . . A Special Board of Adjustment established in accordance with Section 3, Second, of the Railway Labor Act, is a tribunal of coordinate jurisdiction with the Division of the Board . . . There has been no judicial nullification of Award No. 34, however, and certainly we have no power to do so. We could no more annul it or set it aside than to overrule or redetermine any claim submitted and adjudicated by other Divisions of this Board. The law permits only one administrative adjudication of a contractual claim . . ."

We follow this Award and Awards 17610, 17611, 17786, 17787, 17788, 18126 and 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 moot.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1970.