

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ERIE RAILROAD COMPANY

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

(a) The Carrier violated the Scope Rule of the current Signalmen's Agreement, when on or about September 1954 the Carrier procured prepared circuit wire identifying tags for the signaling facilities at "CB" Junction, Cuba, New York, from outside sources.

(b) Full compensation for this diverted Scope work be equally proportioned and paid to the signal gang employees working on the project at "CB" Junction, Cuba, New York.

(c) This claim have equal application and force on all subsequent cases where prepared circuit wire identifying tags may be procured from outside sources, prior to the settlement of this claim.

EMPLOYES' STATEMENT OF FACTS: On or about September 1954 this Carrier purchased prepared circuit wire identifying tags from an outside manufacturer to use in its signal system at "CB" Junction, Cuba, New York.

For the past twenty years or more it has been the practice on this property to purchase and use a black fiber marking tag on wires, terminals, relays, etc., for identifying purposes in the signal systems. These fiber tags were purchased from the manufacturer without any letters or numbers on the tags. With metal stencils, the signal employees stenciled the letters and numbers on the tags to correspond with the markings on the blueprint used in installing the signal system. The metal stencil indented the fiber tags and such indentations were filled in with white substance, thus permitting the numbers and letters on the tags to be easily read and distinguished.

The signal work involved in stenciling the tags and filling in the indentations has for the past twenty or more years been performed by signal employees and consisted of signal work covered by the Signalmen's Agreement.

The Board will please understand that the purchase of the blank fiber tags by the Carrier is not involved in this claim. The signal work involved in

between representatives of management and representatives of employes and shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes, are salutary requirements and should be observed both in letter and in spirit. Underlying them, is the policy that the government should not interfere in the relationship between employer and employe until they have exerted all reasonable effort to settle their disputes. To effectuate this policy, the statute not only requires that the dispute shall be handled through certain officials of the carrier, but that it shall be the subject matter of conference. The term **conference** clearly implies something more than letter writing; it implies personal, and perhaps more or less formal, discussions by participants. In the opinion of the Referee, it was undoubtedly the thought of the framers of this legislation that the parties to a dispute should be compelled to discuss it face to face before appealing to the Adjustment Board for assistance."

To the same effect are Awards 4346, 5077.

Without waiving any of the foregoing and without damage to or detraction from Carrier's position in the matter, the following is submitted with respect to Carrier's right to purchase prepared wire identifying tags.

As previously shown, the Carrier filed a submission with this Board under date of October 10, 1955 (Docket SG-7824) concerning its right under the agreement to purchase prepared circuit wire identifying tags. All that is said beginning at page 5 (Docket SG-7824) to the end of that submission is by reference thereto made a part hereof as though set out herein word for word, including Carrier's Exhibits "E," "F," "G," and "H" appended to that submission.

In addition, the Carrier submits that no employe under the Signalmen's Agreement lost any compensation or work to which he is entitled under said agreement. It cannot be shown that any such employe would have received more compensation if Carrier had not purchased the prepared tags. Any argument to the contrary would necessarily be founded on speculation and conjecture which, of course, is no proof at all. Award 6359 and awards cited therein.

As shown by the Carrier in Docket SG-7824, Third Division Awards 4662 and 5044 furnish adequate authority to deny this claim. To the same effect is Second Division Award 1990.

The Carrier submits that the claim, for the reason shown herein, is not properly before this Board and accordingly it should be dismissed. However, if the Board should take a different view and elect to decide the dispute on its merit in the light of the agreement between the parties, it is clear that the claim is wholly without merit and it should, therefore, be denied in its entirety.

All data contained herein are known to the Petitioner.

(Exhibits not reproduced.)

OPINION OF BOARD: It is agreed by the parties that the basic issue in SG-8314 is the same as in SG-7824, SG-7939 and SG-8315.

The parties to this dispute, their contentions and the rule at issue are the same as in companion Docket SG-7824, this day decided by Award 7841, and said Award now is held to be controlling in this Docket.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively carrier and employe 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 Agreement has not been violated.

AWARD

Claim (a), (b) and (c) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April, 1957.