

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly the Scope, when, on March 24, 28 and 29, 1960, it required and/or permitted T&T forces, consisting of one (1) Foreman and five (5) men, none of whom are classified in or covered by that agreement, to put up and connect signal line wires and disconnect and salvage temporary signal cable at the site of the new Middlesex Freeway Bridge, west of Bound Brook, New Jersey, New York Division.

(b) The Carrier further violated the Signalmen's Agreement when it failed and/or refused to render its decision on the General Chairman's appeal of August 17, 1960, in accordance with the time limit provisions of the August 21, 1954 Agreement.

(c) The Carrier now be required to compensate each of the following signal employees for twenty-four (24) hours at their respective rates of pay on the dates in question:

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| Signal Foreman D. Robbins..... | \$2.965 per hour |
| Leading Signalman H. Markow..... | \$2.65 per hour |
| Signalman A. Beatty | \$2.95 per hour |
| Signal Helpers A. Onley, G. Fech, and A. Leibenguth | \$2.29 per hour |

EMPLOYEES' STATEMENT OF FACTS: In October, 1958, signal forces installed a temporary signal cable and removed open signal line wires near Bound Brook, New Jersey, to allow for construction of a new freeway bridge. In March, 1960, upon completion of the bridge, the Carrier assigned T&T employees to install new signal line wires and release the temporary cable.

The practice on this property of having the telephone and telegraph forces install the signal wires concurrently with installing the communication lines is quite a natural procedure. The telephone and telegraph men are naturally up on the poles and install the wires for the communication lines and the signal lines at the same time. The work at Bound Brook was completed on March 28, 1960 and there were no telephone and telegraph forces or signalmen's forces at that point on March 29th. There was no signalmen's work performed at Bound Brook on March 29, 1960. Carrier's Exhibit C—the work report for the telephone and telegraph forces—shows that they were, on March 29th, rearranging lines at Cementon, Pennsylvania, which is approximately 67 miles distant from Bound Brook.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 24, 28 and 29, 1960, Carrier assigned T&T employes to install signal line wires and release a temporary cable near Bound Brook, New Jersey.

The Brotherhood makes claim in behalf of Signal Foreman, D. Robbins, and five other Signal Department employes for additional pay allowance on the ground that the T&T employes who performed this work hold no seniority under the Signalmen's Agreement. Moreover, it contends that the claim should be allowed because Carrier failed to reply to the claim within the time limit provisions of the August 21, 1954 National Agreement.

The record reveals that the parties held a conference on October 26, 1960 at which time Carrier stated that it would investigate the issue further and advise the General Chairman in writing of its decision. On January 21, 1961, the General Chairman wrote a letter to Mr. C. L. Wagner, Chief of Personnel, informing him that he had not as yet received the reply anticipated after the October conference. On February 22, 1961, the General Chairman again wrote to Mr. Wagner, stating that since no reply was made to the claim, he considered it payable under the August 21, 1954 Agreement.

Mr. Wagner replied in a letter dated April 24, 1961, in which he asserted that he considered the time limit on this claim was set aside because of the arrangement made at the October 26, 1960 conference at which the parties agreed to allow Carrier time to make a further check concerning the work performed by the T&T forces.

Although the record is clear that the parties agreed in the October 26, 1960 conference to give Carrier additional time to investigate the claim, this understanding did not give Carrier unlimited time to respond to it. The letters of the General Chairman required a response. Since Carrier did not reply until April 24, 1961, we find that it failed to comply with the time limit provisions of the August 21, 1954 National Agreement. Accordingly, the claim for additional compensation is allowed.

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 Agreement was violated.

AWARD

Claim allowed in accordance with above opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.