

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Charles W. Ellis, Referee

PARTIES TO DISPUTE:**BROTHERHOOD OF RAILROAD SIGNALMEN****UNION PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company that:

On behalf of each and every hourly rated employe of record on Seniority Roster No. 7, as of August 12, 1967, for four (4) hours' pay at the Interlocking Repairman's overtime rate — \$4.90 per hour, totaling \$19.60 — account between 7:00 A. M. and 11:00 A. M. on August 12, 1967, Northern Pacific Signal Maintainer W. R. Carnes removed, replaced, and adjusted gauge rods, throw rod, lock and point detector rods of electro-pneumatic switch machine No. 31 and bonded rails and other activities necessitated by the changing of rails and a switch point at Argo Interlocking in Seattle, Washington, which work is under the jurisdiction of Union Pacific Railroad Company Signal Department employes on Seniority Roster No. 7. (Carrier's File A-10425.)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because Carrier required and/or permitted a signal employe from another railroad to perform signal work on territory on which signal work accrues to signal employes classified in and covered by the Agreement between this Organization and the Union Pacific Railroad Company.

The work was performed on Saturday, August 12, 1967, in connection with the changing of rail and switch point in the Argo Interlocking Plant, Seattle, Washington. This rail changing had been on the program for months.

Under date of October 4, 1967, the Brotherhood's Local Chairman presented a claim for four hours pay at the Interlocking Repairman overtime rate of pay (\$4.90 per hour) for each and every hourly rated employe of record on Seniority Roster No. 7 as of August 12, 1967. That claim was 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

Copy of Local Chairman Parson's letter of November 7, 1967, appealing the claim to Division Engineer Durrant, attached as Carrier's Exhibit C.

Copy of Division Engineer Durrant's letter of declination to Local Chairman Parsons dated November 17, 1967, attached as Carrier's Exhibit D.

Copy of Local Chairman Parson's letter of December 4, 1967, advising Division Engineer Durrant that his decision was unacceptable, attached as Carrier's Exhibit E.

Copy of General Chairman Willbrinck's letter of January 2, 1968, appealing the claim to Chief Engineer Brown, attached as Carrier's Exhibit F.

Copy of Chief Engineer Brown's letter of February 27, 1968, declining the claim, attached as Carrier's Exhibit G.

Copy of General Chairman Wollbrinck's letter of July 26, 1968, together with the affidavit to which he refers, attached as Carrier's Exhibit H and H-1, respectively.

Copy of Chief Engineer Brown's letter of August 5, 1968, to General Chairman Wollbrinck, attached as Carrier's Exhibit I.

While the matter was informally discussed in conference with the Organization, at no time did the Organization request a final conference on this subject on the property, nor did they advise the Carrier at any time of their intention to appeal the Carrier's decision to the Board.

(Exhibits not reproduced.)

OPINION OF BOARD: Organization's claim was originally "on behalf of each and every hourly rated employe of record on seniority roster No. 7, as of August 12, 1967, * * *".

The Carrier attacks this claim on the basis that it is indefinite and vague. We agree with this contention.

Rule 41 of the Agreement between the parties provides as follows:

"(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, * * *."

In discussion of a similar issue concerning the same clause as is found in this agreement, the Board said in Award 15391 (Woody):

"Our analysis * * * reflects a general rule that claimants must be specifically named or otherwise referred to in such a way that they can be readily and definitely identified. If a further dispute would likely ensue in the process of identification then the identification by reference is insufficient."

For the foregoing reasons we will 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 Employees involved in this dispute are respectively Carrier and Employees 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 should be dismissed.

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 July 1970.