

Award No. 12187  
Docket No. SG-11706

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Francis M. Reagan, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**WABASH RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Wabash Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it assigned and/or permitted employees who hold no seniority or other rights under the Signalmen's Agreement to perform signal work, as follows:

- July 23, 1958: Digging hole for crossing gate foundation at Washington Street, Delphi, Indiana.
- July 30, 1958: Digging hole for crossing gate foundation at Main Street, Delphi, Indiana, and moving gate.
- August 12, 1958: Digging hole for crossing gate foundation, and digging signal cable trench, at Franklin Street, Delphi, Indiana.
- August 12, 1958: Picking up signal scrap.
- August 13, 1958: Removing interlocking bed and levers from tower at Delphi, Indiana.
- August 13, 1958: Digging hole for crossing gate foundation at Franklin Street, Delphi, Indiana.
- August 14, 1958: Removing signal air pipe and controls panel at Franklin Street, Delphi, Indiana.
- August 15, 1958: Removing compressor and air pipe from Franklin Street, Delphi, Indiana.

(b) The Carrier should now compensate Signal Helpers R. W. Morse and W. E. Blackwell because of the above-cited violations, as follows:

July 23, 1958: 8 hours straight time, 1½ hours pro rata.  
July 30, 1958: 8 hours straight time, 1½ hours pro rata.  
August 12, 1958: 16 hours straight time, 2½ hours pro rata.  
August 12, 1958: 24 hours straight time, 4 hours pro rata.  
August 13, 1958: 32 hours straight time, 5½ hours pro rata.  
August 13, 1958: 8 hours straight time, 1½ hours pro rata.  
August 14, 1958: 8 hours straight time, 1½ hours pro rata.  
August 12, 1958: 4 hours straight time.

[Carrier's File: 116.5]

**EMPLOYEES' STATEMENT OF FACTS:** On various dates during July and August, 1958, the Carrier required and/or permitted employees who hold no seniority or other rights under the Signalmen's Agreement to perform work in connection with signals and signal material, as listed in paragraph (a) of our Statement of Claim.

On each of the dates involved Signal Helpers W. E. Blackwell and R. W. Morse submitted Daily Time Slips (Form 120) for the amounts of time shown in paragraph (b) of our Statement of Claim. On the reverse side of each Form 120 was a description of the work performed by the employees not covered by the Signalmen's Agreement.

Under date of October 20, 1958, Mr. L. B. Yarbrough, Superintendent Signals and Communications, wrote the following letters of denial to Signal Helper Morse:

"With reference to time slip dated July 23, 1958, submitted by you and claiming 8 hours straight time and 1½ hours pro-rata time account Wabash crane digging gate foundation hole at Washington Street, Delphi, Indiana.

By your own choice you was off duty and entitled to no pay for July 23, 1958, and there is no basis for this claim of time under the Agreement; therefore, your claim is declined."

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"With reference to time slips submitted by you covering various time claims as follows:

Time slip for July 30, 1958, claiming 8 hours straight time and 1½ hours pro-rata time account crane dug hole at Main St., Delphi, Ind., for foundation and move gate.

Time slips for August 12, 1958, claiming 16 hours straight time and 2½ hours pro-rata time account Wabash crane dug gate foundation hole and signal cable trench at Franklin St., Delphi, Indiana.

Time slips for August 12, 1958, claiming 24 hours straight time and 4 hours pro-rata time account work done by Extra gang picking up signal scrap.

**OPINION OF BOARD:** Contention in this matter arose out of use of a crane for hole digging and use of personnel other than signalmen for picking up of scrap.

Claim was made this violated Signalmen's Agreement as amended, with Carrier effective September 1, 1944, particularly the Scope Rule.

A careful review of the record discloses the following:

1. The claim of July 23, 1958, was not handled at the property within the 60 day time limited therefor and must be denied in accordance with Article V, Section 1 (b) of the August 21, 1954 National Agreement.

2. The claims August 12, 1958 (Second Entry), August 13, 1958 (First Entry), August 14, 1958, and August 15, 1958, involved primarily picking up of scrap by personnel other than signalmen though it is noted as to the August 13, 1958 (First Entry) claim "all re-useable items of signal material were removed from the tower by signal forces." The removal of scrap is not specifically listed within the Scope Rule of the basic agreement of September 1, 1944. Consistent and uniform with past decisions of this Board, the Carrier is free to assign to others work not specifically listed in the Scope Rule.

3. The claims of July 30, 1958, August 12, 1958 (First Entry) and August 13, 1958 (Last Entry) involved use of a crane for hole digging operated by Maintenance of Way personnel. Evidence disclosed signalmen standing by and not qualified to operate the crane. This practice did not violate the Scope Rule.

**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 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 Agreement has not been violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of February 1964.