

**Award No. 16829**  
**Docket No. SG-17327**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Gene T. Ritter, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al, that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, on August 11, 1966, persons not covered by the Signalmen's Agreement—E. & W. Construction Company of Sheffield, Alabama—were used to perform recognized signal work in connection with the installation of crossing signal and relocation of block signals at or near 6th Street, Muscle Shoals, Alabama.

(b) Carrier be required now to pay Signal Maintainers D. A. Whitten and W. C. Wade; Signalman L. R. Johnson, and Assistant Signal Maintainer L. O. Carlin eight (8) hours each at their respective overtime rates of pay in addition to any pay which they have already received for August 11, 1966.

[Carrier's File: SG-24543]

**EMPLOYEES' STATEMENT OF FACTS:** This dispute, like others from this property, of which some have been decided by the Division and several are awaiting adjudication, involves the performance of Signal Work by persons not covered by the Signalmen's Agreement.

In connection with a project to extend a switching lead in Muscle Shoals, Alabama, Carrier contracted out certain items of Signal Work.

On August 11, 1966, employees of the E & W Construction Company dug and backfilled approximately one hundred fifty (150) feet of trench for signal cable, trenched approximated eighty (80) feet through a street and buried 3-inch pipe for signal wires, dug hole for signal foundation and set 2 signal case piers. All of the foregoing was recognized signal work in connection with the installation of highway crossing signal and the relocation of block signals at or near Sixth Street in Muscle Shoals.

claimants. You as the proponent bear the burden of establishing the facts and stating specifically what work is claimed by you on behalf of each claimant. This you have not done.

Claim being somewhat vague and indefinite and being without support of the controlling agreement, this confirms my previous declaration of the same."

(Exhibits not reproduced.)

**OPINION OF BOARD:** Claimants allege Carrier violated the Agreement when it contracted out work requiring digging and back-filling approximately one hundred fifty (150) feet of trench for signal cable, trenching approximately eighty (80) feet through a street, burying a 3-inch pipe for signal wires, digging a hole for signal foundation, and setting two (2) signal case piers. Claimants ask for eight (8) hours each at their respective overtime rates in addition to pay they already received on the date of the alleged violation.

In view of the many sustaining awards on this same issue (9749, 14121, 14371, 15062, 15497, 15689, 15827, 15874, 16322, 16376, 16521), this Board will consider this issue well settled and concur with the awards cited herein.

However, this Board finds that the claim for the time and one-half rate is not well taken. See Awards 16376 and 15888. This claim will be sustained only at the straight rate of pay.

**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 was violated.

#### AWARD

Claim sustained at the straight time rate of pay.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December, 1968.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.