Award No. 13366
Docket No. SG-13411

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Railroad Company that:

(a) The carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, on or about November 8 and 9, 1960, it required and/or permitted persons not covered by that agreement to transfer cables containing signal control wires from one pole line to another, between East Bridge Interlocking Tower and Signals 3 and 4.

(b) The Carrier now be required to compensate Messrs. C. W. McDaniel, J. C. Davis, R. B. Sandifer, R. H. Johnson, D. W. Perry, J. H. Johnson, H. M. McCullough, and C. P. Speed for eight (8) hours each at their respective pro rata rates of pay because of this violation [Carrier's File: 135-213-39 Spl.; Case No. 135 Sig.]

EMPLOYES' STATEMENT OF FACTS: On or about November 8 and 9, 1960, the Carrier assigned or allowed persons not classified in or covered by the current Signalmen's Agreement to transfer cables containing signal control wires from the existing pole line to newly set poles.

In an undated letter (Carrier stated it was postmarked December 1), the Local Chairman presented a claim to the Division Engineer on behalf of eight (8) named signal employes of Signal Gang No. 310 for a minimum of eight (8) hours' pay each at the pro rata rate, on the basis the Carrier violated the Scope of the current Signalmen's Agreement when it assigned or allowed this work to be performed by persons not covered by the Signalmen's Agreement. The Local Chairman pointed out therein, by quoting specific information from Bulletin No. 860 (the current bulletin covering the position of Signal Maintainer at East Bridge), that the control wires in the cable in question are a definite part of the territory shown on the bulletin. The Local Chairman's original claim is Brotherhood's Exhibit No. 1, and the Division Engineer's denial of December 22, 1960, is Brotherhood's Exhibit No. 2.

employment and obligations with reference thereto not agreed upon by parties to this dispute. The Board has no jurisdiction or authority to take any such action.

The Carrier has shown that under the applicable agreement the Employes of the Western Union Company performed no service in connection with the extension of their communication facilities on Public Belt property that accrues exclusively to employes of the Signalmen's craft on this property and the applicable agreement was not violated. The Claimants named in this dispute are not entitled to the compensation requested, and their claim must be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The work complained of was work performed on another railroad. The Carrier had no responsibility to perform the work and no right to do so. The Carrier had no more to do with the work than did the Claimant. It is evident from the record that no violation of the Agreement occurred.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.