

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Robert A. Franden, Referee

PARTIES TO DISPUTE:**BROTHERHOOD OF RAILROAD SIGNALMEN****SEABOARD COAST LINE RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) The Carrier violated the Signalmen's Agreement, the Scope Rule, when on February 22 and 23, 1969, persons not covered by the Agreement were used to perform recognized signal work; and Rule 17 of the Agreement when regular assignees J. F. Power, Jr. and E. Hodge were not called first to make the necessary repairs to the signal pole line.

(b) The Carrier now allow payment to Mr. Power and Mr. Hodge for 25 and ½ hours each at their respective overtime rates in addition to any compensation which they have already received for February 22 and 23, 1969.

[Carrier's File: 15-63]

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the parties to this dispute bearing an effective date of July 1, 1967, which is by reference made a part of the record herein. Particularly pertinent here are Rules 1 and 17 reading:

RULE 1 — Scope

This agreement governs the rates of pay, hours of service and working conditions of all employees specified in Rules 2, 3, 4, 5, 6, 7 and 8, engaged in the construction, installation, inspecting, testing, maintenance and repair, either in signal shops or in the field, of all signalling, recognized signalling systems, interlocking plants, traffic control systems, wayside cab signals or apparatus, wayside train stop and train control systems, highway crossing protection devices, spring switch mechanisms when protected by signals, train order signals, car retarder systems (except track work in connection therewith), bonding of track, together with all appurtenances, devices, apparatus and equipment necessary to said systems and de-

Power and Assistant Signal Maintainer E. Hodge account not being permitted to work on their assigned territory February 22 and 23, 1969.

"There is no basis for granting such an extension of time and it would be most inconsistent for me to so inasmuch as we do not recognize this as a valid and proper claim for handling, of which you have been fully advised.

"You already have a previous claim before the Third Division in behalf of various signal employes account not being permitted to work on February 22 and 23, 1969, and included among claimants are 'Signal Maintainer J. F. Power and Assistant Signal Maintainer Edward Hodge.' As you should know, duplicate claims covering the same claimants and the same alleged violation cannot be recognized as proper claims."

The Organization thereupon progressed this claim to the Third Division under date of June 23, 1970.

(Exhibits not reproduced.)

OPINION OF BOARD: The work involved in this dispute was that which we found to have been improperly given to outsiders in our Award No. 18559. The present Claimants participated in the benefits flowing from that award to the extent of their proportionate share. There is shown here neither further violation of the Agreement nor basis for further award, and this claim must therefore be dismissed.

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 violation is covered by Award 18559.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1971.

Keenan Printing Co., Chicago, Ill.

Printed in U. S. A.