

Award No. 13262

Docket No. SG-13206

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

**PARTIES TO DISPUTE:
BROTHERHOOD OF RAILROAD SIGNALMEN
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)**

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

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947 and reprinted (including revisions) April 1, 1958, when it failed and/or declined to apply Rules 13 and 70 or other provisions of the Agreement, when the company failed to allow the senior employe in seniority class #3, of Signal Gang #4, the preference of working overtime on September 26, 27, 28, and 29, 1960. Such overtime was worked by Mr. C. G. Rugg, in the distribution of propane gas, between Oakridge and Crescent Lake, Oregon.

(b) Mr. F. S. Shanbeck be allowed three (3) hours at the overtime rate of Leading Signalman on September 26, 1960; two and three-quarters (2¾) hours at the overtime rate for Leading Signalman for September 27, 1960; two and one-half (2½) hours at the overtime rate of Leading Signalman for September 28, 1960; and one and one-half (1½) hours at the overtime rate of Leading Signalman for September 29, 1960. [Carrier's File: SIG 148-59]

EMPLOYES' STATEMENT OF FACTS: This dispute involves Signal Gang No. 4, which consists of three men—Messrs. F. S. Shanbeck, C. B. Rugg, and M. C. Vearrier. The Claimant in this dispute, Mr. Shanbeck, is classified and paid as a Leading Signalman. Messrs. Rugg and Vearrier are classified and paid as Signalmen. However, all three are in the same seniority class (Class 3). Mr. Shanbeck has the most seniority in Class 3, and Mr. Vearrier has the least. Their assigned working hours are from 7:30 A. M. until 4:00 P. M., minus a thirty (30) minute lunch period.

On September 26, 27, 28, and 29, 1960, the Carrier assigned Mr. Rugg to work with a supply train to unload propane gas for switch heaters, and he worked the following amount of overtime:

September 26—4:00 P.M. to 7:00 P.M.	—3 hours
September 27—7:00 A.M. to 7:30 A.M.—4:00 P.M. to 6:15 P.M.	—2¾ hours
September 28—7:00 A.M. to 7:30 A.M.—4:00 P.M. to 6:00 P.M.	—2½ hours
September 29—7:00 A.M. to 7:30 A.M.	—½ hour

Rugg, the senior signalman on Gang No. 4, was properly required to perform the service with the work train on the dates of this claim.

The Division has many times in the past ruled against the position taken by petitioner in the instant claim. The Division's attention is directed to the principles involved in its Awards 8073 and 8827, each of which involved the splitting of signal gangs to work at separated locations. In those Awards, one of the working units with a junior employe incurred overtime (or more overtime), while the claimants therein with the other working unit earned no overtime (or less overtime). The Division denied the claims of the senior employes for overtime (or additional overtime) on the basis that the agreement was not violated.

The claim is obviously invalid in its entirety; but even if it were valid, the penalty allowable would be at the straight-time rate and not at the overtime rate claimed—see Awards 7094, 7222, 7239, 7242 and 7216, to cite a few.

CONCLUSION: Carrier requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue presented herein is whether the word "class" as it appears in the last paragraph in Rule 13 of the Agreement, refers to a "class" as defined in Article 1 or to a "seniority class" as defined in Rule 32, Article 5.

This question has been decided in Awards 12134 and 12936. We concur with the opinion expressed therein.

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 5th day of February, 1965.