

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, 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 (reprinted April 1, 1958 including revisions), particularly the Scope Rule and Rule 70.

(b) Mr. E. E. Whitney be paid eight (8) hours for April 4, 1961 and eight (8) hours for April 5, 1961, at his straight-time rate of pay. [Carrier's File: SIG 152-99]

EMPLOYEES' STATEMENT OF FACTS: Mr. T. J. Ritchie, Signal Maintainer at Ravenna, California, replaced oil buffers on spring switches on his signal maintenance territory on April 4 and 5, 1961. The Carrier's Assistant Signal Supervisor, Mr. C. O. Garrison, instructed him to use track forces to assist him in making these replacements. These track forces hold no seniority or other rights under the current Signalmen's Agreement.

The oil buffer is part of the locking device on a spring switch. Spring switch locking devices are specifically covered by the Scope of the current Signalmen's Agreement.

Under date of April 23, 1961, the Brotherhood's Local Chairman presented a claim to the Carrier's Superintendent on behalf of an available signal employe, Signal Maintainer E. E. Whitney, for sixteen (16) hours' pay at his regular rate of \$2.626 per hour. The basis of the claim is that the Carrier violated the current Signalmen's Agreement, particularly the Scope of Rule 70, when it assigned and/or permitted persons not covered by that agreement to assist Signal Maintainer Ritchie in replacing oil buffers on spring switches on April 4 and 5, 1961. The Local Chairman's original claim is Brotherhood's Exhibit No. 1, and the Superintendent's denial, dated May 10, 1961, is Brotherhood's Exhibit No. 2.

CONCLUSION

Carrier submits it has clearly shown the within claim to be entirely lacking in merit and asks that it be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute arises out of Carrier's action in requiring track forces to assist a Signal Maintainer in his regular maintenance of spring switch oil buffers by spiking the switch and assisting him in moving the buffer into or out of working position.

Unchallenged evidence in the record does not support the claim that the Carrier's action here was violative of the Agreement.

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 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 19th day of November 1965.