

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19248  
Docket Number SG-15444

Clement P. Cull, Referee

(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Southern Pacific Company (Pacific Lines)

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

Claim No. 1 -

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions) when it failed and/or declined to apply the Scope rule of the agreement, and thereby also violated Rule 70 of the same agreement, by not allowing employees covered by this agreement to perform recognized signal work on the air compressors at the Eugene Retarder Yard.

(b) Mr. W. E. Hill be allowed four (4) hours at his time and one-half overtime rate of pay for September 17, 1963. (Carrier's File: SIG 152-154)

Claim No. 2 -

(a) The Southern Pacific Company violated the current Signalmen's Agreement when it failed and/or declined to apply the Scope rule, and thereby also violated Rule 70 of the same agreement, in not allowing employees covered by this agreement to perform the work of repairing a water pump for the air compressors at the Eugene Retarder Yard on September 18, 1963.

(b) Mr. W. E. Hill be allowed four (4) hours at his time and one-half overtime rate of pay for September 18, 1963. (Carrier's File: SIG 152-153)

Claim No. 3 -

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions) when it failed and/or declined to apply the Scope rule of the Agreement, and thereby also violated Rule 70 of the same agreement, in not assigning recognized signal work on air compressors at the Eugene Retarder Yard to employees covered by the Signalmen's Agreement - such work being performed by water service department employees on or about September 24, 1963.

(b) Mr. W. E. Hill, assigned Signal Maintainer of the Eugene Retarder Yard, be allowed six (6) hours at his time and one-half overtime rate of pay for the second half of September 1963. (Carrier's File: SIG 152-155)

OPINION OF BOARD: This is the most recent to be adjudicated in a series of claims involving the power plant and power distribution system at the Carrier's car retarder yard at Eugene, Oregon. See Awards Nos. 10730, 13209, 13211, 13212, 13213, 13214, and 19118.

We find from the record that the work here in dispute was repair work on said power plant and not work covered by the Carrier's Agreement with its Maintenance of Way Employees. Therefore, and in line with our precedent awards, we must sustain part (a) of each of these claims.

We find no support in the present record for sustaining part (b) of each claim at overtime rate. Consequently, those parts are sustained but at straight time rate.

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 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.

A W A R D

Claim sustained per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*E. A. Killen*  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1972.