

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 employes 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 employes 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 employes covered by the Signalmen's Agreement - such work being performed by water service department employes 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)

