

Award No. 12936

Docket No. SG-11947

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, 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 Rules 13 and 70.

(b) Mr. H. H. Jones be paid at his regular overtime rate for the following time:

January 28, 1959	3½ hours	4:30 P. M. to 8:00 P. M.
January 29, 1959	4½ hours	7:00 A. M. to 8:00 A. M.; 4:30 P. M. to 8:30 P. M.
January 30, 1959	4 hours	4:30 P. M. to 8:30 P. M.
February 4, 1959	4 hours	4:30 P. M. to 8:30 P. M.
February 5, 1959	2½ hours	4:30 P. M. to 7:00 P. M.
February 6, 1959	2 hours	4:30 P. M. to 6:30 P. M.
February 16, 1959	4½ hours	5:30 P. M. to 10:00 P. M.
February 24, 1959	2 hours	4:30 P. M. to 6:30 P. M.

[Carrier's File: SIG 148-46]

EMPLOYEES' STATEMENT OF FACTS: Prior to January 28, 1959, Mr. H. H. Jones had been assigned to the position of Leading Signalman on Signal Gang No. 4. During the period involved in this dispute, Signal Gang No. 4 was stationed at Deming, New Mexico, and was performing work in connection with the installation of a Centralized Traffic Control (CTC) system between Anapra and Lordsburg, New Mexico. The assigned hours were from 8:00 A. M. to 4:30 P. M.

On January 28, 29, and 30, February 4, 5, 6, 16, and 24, 1959, the Carrier assigned employees of Signal Gang No. 4, who have less seniority than Mr. Jones, to accompany a work train to deliver signal material. On

employees for additional overtime on the basis that the agreement was not violated.

This 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 7316, to cite a few.

CONCLUSION

Carrier requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim made here is essentially the same made by the same Petitioner in Docket Number SG-11179 to the Third Division (Supplemental) under a different Agreement in which the determinative rules were in relevant respects the same as the ones which are here centrally applicable and the facts essentially the same in character.

We held then—Award 12134—that the claim was not justified and for the same reasons so find here.

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 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 30th day of September 1964.