

Award No. 13211

Docket No. SG-12780

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

John J. McGovern, 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 and continues to violate the current Signalmen's Agreement effective April 1, 1947 and reprinted April, 1, 1958 (including revisions), when it failed and/or declined and continues to fail to comply with the Scope Rule and other provisions of the agreement, in not assigning recognized signal work to employees of the Signal Department on the following dates, June 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 1960; July 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 1960; August 1, 2, 3, 4, 5, 8, 9, 10, 1960. Such work being that work performed by employees of the Water Service and Electrical Departments in the maintenance of air compressors at the retarder yard at Eugene, Oregon.

(b) Mr. D. G. Meyers be allowed two (2) hours at the straight time rate of Signal Maintainer, Centralized Traffic Control area, for each of the above-mentioned dates and for each working day for the length of time the carrier continues to violate the agreement by allowing employees not covered by our agreement to do this work. [Carrier's File: SIG 152-80].

EMPLOYEES' STATEMENT OF FACTS: Beginning on or about May 16, 1956, the Carrier assigned its Water Service Department employees to install air compressors and air lines that were to be used exclusively for the operation of a new car retarder system at Eugene, Oregon. Upon learning that employees not covered by the Signalmen's Agreement were installing part of a car retarder system, the Local Chairman filed a claim for compensation on behalf of signal employees because the Scope of the Signalmen's Agreement specifically covers the construction, reconstruction, installation, maintenance, testing, inspecting and repair of car retarder systems. That claim was progressed up to and including the Third Division of the National Railroad Adjustment Board, where it was assigned Docket No. SG-9805.

The Carrier subsequently assigned its Water Service Department and Electrical Department to employ one man each for approximately one hour each day in the maintenance of the air compressors. Inasmuch as the air com-

CONCLUSION

Carrier requests that the claim be denied.

(Exhibits not reproduced).

OPINION OF BOARD: Award 10730, adopted August 3, 1962, adjudicated a claim that certain Signalmen of this Carrier be "allowed an adjustment in pay for an amount of time * * * equal to that required by an employe not covered by the Signalmen's Agreement to perform the work of installing, repairing and maintaining the air compressors and air line" of the car retarder system at Eugene, Oregon "since May 16, 1956." We ruled that the involved work was reserved exclusively to the Signalmen by their Agreement with Carrier, we allowed nominal damages to part of the named Claimants and denied any payment to the other Claimants. We further noted that:

"It is our final thought that if our nominal compensatory award does not have the intended deterrent effect to new violations, subsequent awards which depend on this and earlier authority may adjust the dispute differently." (Emphasis ours.)

The claimant in this docket is a Signalman who was not named as a Claimant in Award 10730, but who now seeks an allowance for time spent subsequent to May 16, 1956, and prior to the adoption of Award 10730 by an employe not covered by the Signalmen's Agreement in doing maintenance and repair work on the same air compressor and air line. Award 10730 disposed of the issues presented and this claim must be dismissed.

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 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 Award 10730 disposed of the issues presented.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of January 1965.