

Award No. 14466
Docket No. SG-13749

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, 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 Rules 5 and 70.

(b) Mr. C. R. Dishman, senior cut-back Signalman, be paid the difference between his Assistant Signalman rate of pay and that of Signalman for the following days — July 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31, August 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, 31, and September 1, 1961 due to track department employees placing shunt across the rails to shunt the track while operating power tie renewal equipment between Chiloquin and Crescent Lake, Oregon, and for any days that track forces place shunt on track until such time as the work of placing the shunt on track is given to Signal Department Employees. [Carrier's File: SIG 152-113]

EMPLOYEES' STATEMENT OF FACTS: The instant claim is based on the Carrier's action of requiring and/or permitting employees who hold no seniority or other rights under the Signalmen's Agreement to place a shunt wire across the rails of a track circuit to shunt a track relay in the vicinity of where track forces were operating heavy machinery on the track. The same issue is involved in Docket SG-12486.

Under date of September 13, 1961, the Brotherhood's Local Chairman, Mr. R. P. Smick, presented the instant claim to the Carrier's Superintendent, Mr. S. B. Burton. That claim letter has been reproduced, attached hereto and identified as Brotherhood's Exhibit No. 1.

It will be noted that in presenting this claim, the Local Chairman directed the Superintendent's attention to existing Carrier instructions (file 011-2 x 569-6) that require that when rail is being changed or **any track changes**

coding machines, and in order to prevent such useless overworking of said machines, the track force was required to place a shunt (a wire with set-screw clamps at each end to enable the wire to be secured to the rails to make an electrical circuit) on the track circuit in which the machine was operating.

5. Members of the track force were not required to nor did they at any time perform any tests to determine whether the shunt functioned properly, because the only result that would have been obtained from an imperfect shunt would have been the unnecessary and useless working of the coding machines. Signalmen have never placed shunts in these circumstances.

6. By letter of September 13, 1961 (Carrier's Exhibit "A"), Petitioner's local chairman submitted claim on behalf of Assistant Signalman C. R. Dishman (hereinafter referred to as claimant) for the difference between his assistant signalman rate of pay and signalman rate of pay for various dates in July, August, and September enumerated in Employees' Statement of Claim. By his letter of October 12 (Carrier's Exhibit "B"), Carrier's Superintendent denied the claim. By letter of November 7 (Carrier's Exhibit "C"), Petitioner's General Chairman appealed claim to Carrier's Assistant Manager of Personnel. By letter of December 29 (Carrier's Exhibit "D"), Carrier's Assistant Manager of Personnel denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: It is agreed by the parties that this case is identical in all material respects to Award 14465. Accordingly, we adopt the Opinion therein as determinative of the issues in this dispute.

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 27th day of May 1966.

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