

Award No. 16864

Docket No. SG-17384

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, 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 (Pacific Lines) that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1958 (reprinted April 1, 1958, including revisions) when it failed and/or declined to apply the Scope Rule, which resulted in violation of Rule 70, by assigning recognized Signal Work to employes of the Union Switch and Signal Company, at Eugene Retarder Yard, Eugene, Oregon.

(b) Mr. D. A. Dehle be allowed two (2) hours and forty (40) minutes at the overtime rate of pay on each of the following dates — June 30, July 5, and July 6, 1966 — and each date that the Company continues to assign recognized signal work to employes of the Union Switch and Signal Company.

EMPLOYEES' STATEMENT OF FACTS. This is one of several claims which arose because Carrier required and/or permitted persons not covered by the Signalmen's Agreement to perform signal work on car retarder equipment in the Car Retarder System at Eugene, Oregon. Specifically, this claim is on behalf of Signalman D. A. Dehle, Signal Gang No. 3, Eugene, Oregon, who was also working in the retarder yard at the time and witnessed the performance of the work involved herein, which was wiring and soldering on June 30, July 5, and 6, 1966. Of course, as shown by our Statement of Claim, this is a continuing claim.

Under date of July 11, 1966, the Brotherhood's Local Chairman filed a claim on behalf of Signalman Dehle for two hours and forty minutes each day this violation continues. The claim was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving satisfactory settlement. Pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 5.

By letter dated July 11, 1966 (Carrier's Exhibit A), Petitioner's Local Chairman presented claim to Carrier's Division Superintendent on behalf of the claimant for 2 hours, 40 minutes' overtime, June 30, July 5 and 6, 1966, and for each date violation continues, alleging that Carrier allowed other than signalmen to perform signalmen's work at Eugene Yard in violation of the Scope Rule.

By letter dated July 28, 1966 (Carrier's Exhibit B), Carrier's Division Superintendent denied the claim, stating that the work of the outside concern representatives was in connection with making corrections and test to bring the equipment up to factory specifications and that it was recognized as signal work covered by the Scope Rule of the current agreement.

By letter dated September 16, 1966 (Carrier's Exhibit C), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, who denied same by letter dated November 17, 1966 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: The issue involved in this case is identical to the issue determined in Docket No. SG-17383, Award 16863. Therefore, the Claim herein will be denied for the same reasons.

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 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 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 23rd day of January 1969.

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