

**Award No. 13770**  
**Docket No. SG-13343**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Kieran P. O'Gallagher, 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 42, 22 and 70.

(b) Mr. R. L. Hicks be reimbursed for meals and lodging for January 3 through January 25, 1961, in the amount of \$118.76.  
[Carrier's File: SIG: 46-60; S-22-1-102; S-42-3-103; S-40c-2-102]

**EMPLOYES' STATEMENT OF FACTS:** Prior to the time this dispute arose, Signal Gang No. 2, located at Martinez, California, consisted of one (1) employe in seniority Class 2 (Signal Foremen) and nine (9) employes in seniority Class 3 (Division Signal Inspectors, Assistant Signal Shop Foremen, Leading Signalmen, Leading Signal Maintainers, Signalmen, and Signal Maintainers). Two of the employes in Class 3 were classified as Leading Signalmen, and the other seven in that class were classified as Signalmen. Though Leading Signalmen receive 6 cents per hour more than Signalmen, they are in the same seniority class. For ready reference, we hereby list the names, seniority dates in classes 2 and 3, and the classifications of these gang employes:

Name	Class 2	Class 3	Classification
Henry R. Phillips	March 3, 1948	Feb. 2, 1926	Foreman
John A. Oglesby		Dec. 13, 1948	Signalman
Floyd Howell, Jr.		Nov. 5, 1950	Leading Signalman
Al M. Dickey		Jan. 12, 1953	Leading Signalman
Ronald E. Stamps		Oct. 24, 1955	Signalman
Lee R. Hicks		Sept. 18, 1956	Signalman
Kenneth E. Moore		Oct. 2, 1958	Signalman
Roy Cross		Oct. 2, 1958	Signalman
Tony W. Eaves		Oct. 20, 1958	Signalman
James H. Finley		Aug. 3, 1959	Signalman

ployes must be sent from home station at the direction of Carrier, a circumstance not obtaining in this case. Having elected to displace at Stockton, Stockton thereby became Claimant's "home station", and at no time during the period of this claim was he "sent from home station" in the performance of his duties at that point as contemplated by Rule 22.

#### CONCLUSION

Carrier has established herein that the within claim is entirely lacking in merit, and asks that it be denied.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This Claim is predicated on the theory that as a result of being displaced — improperly, says Petitioner — Claimant, in order to protect his seniority, was forced to displace at a point away from the gang, and thereby incurred expenses for board and lodging for which he claims reimbursement under Rule 22.

The evidence contained in the record shows that even after the rearrangement of forces in this gang Claimant could have displaced any one of three signalmen his junior in the same gang. Therefore, there is no merit in the contention that Claimant was forced to leave the gang and the Claim will be denied.

**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 29th day of July 1965.