



Award No. 14840  
Docket No. SG-14196

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Benjamin H. Wolf, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**SOUTHERN PACIFIC COMPANY  
(Pacific Lines)**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood 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 44 and 70.

(b) Mr. W. W. Kyler be compensated for eight (8) hours at the Signalman's rate of pay for each of the following dates: December 26, 27, 28, 29, 1961 — and January 2, 3, 4, 5, 8, 9, 10, 11, 12, 1962.

(c) Mr. F. D. Rosscup be compensated for eight (8) hours at the Signalman's rate of pay for each of the following dates: December 26, 27, 28, 29, 1961 — and January 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 1962.

(d) Mr. J. F. Roseberry be compensated for eight (8) hours at the Signalman's rate of pay for the following dates: January 24, 25, 26, 29, 30, 31; February 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28; March 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 1962. [Carrier's File: SIG 148-77]

**EMPLOYEES' STATEMENT OF FACTS:** Claimants hold seniority rights on the Tucson Division and they had been furloughed from positions on that Division because of force reductions.

This dispute is based on our contention that Carrier violated Rule 44 of the Signalmen's Agreement when it did not return Claimants to service on the Tucson Division when positions were available and, that because of that violation they suffered loss of earnings and should be reimbursed for such loss in accordance with Rule 70. The amount claimed for each man is different, and the record will show why it is different, but the issue is the same.

This dispute followed a chain of events that began with the creation of a new gang for use on another seniority territory, the San Joaquin Division. The assignment of three men to that gang created three vacancies on the Tucson Division, as follows:

under the Statement of Claim hereinabove on behalf of claimants herein. By letter dated March 13, 1962 (Carrier's Exhibit C), Carrier's Division Superintendent denied the claim. By letter dated April 4, 1962 (Carrier's Exhibit D), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel and by letter dated June 19, 1962 (Carrier's Exhibit E), the latter denied the claim.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This dispute involves a chain of events that began with the awarding of positions in a new gang being created for use on another seniority district about which there is no complaint. The resulting vacancies were advertised for seniority choice and upon completion of the bulletining process furloughed employees were recalled to fill the remaining vacancies.

The Employees contend that positions became available within the meaning of Rule 44 when the Employees awarded the gang positions reported on the new assignment, and that Carrier violated Rule 44 when it did not then and there recall Claimants from furlough. We fail to find any such requirement in Rule 44. In fact, the construction urged by the Employees is repugnant to the obvious intent of the parties when they made provision for advertising new positions and vacancies for seniority choice. The Agreement was not violated as claimed.

**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 13th day of October 1966.

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