



Award No. 14989
Docket No. SG-14600

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, 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 35 and 70, and Memorandum of Agreement dated October 11, 1961.

(b) The following named employees be paid at their respective rates of pay for the hours and dates as follows:

- G. O. Smith, Signal Foreman, Signal Gang 5, Merced, California. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22 and 31, 1962 — for a total of 136 hours.
- B. L. Henderson, Lead Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 25, 26, 29, 30 and 31, 1962 — for a total of 168 hours.
- C. Vance, Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- G. Kangris, Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- W. J. Barger, Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.

- L. Asher, Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- D. W. Ratliff, Assistant Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- C. B. Williams, Assistant Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- E. R. Marshall, Assistant Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.
- M. M. Salles, Assistant Signalman, Signal Gang 5, Merced, Calif. Eight (8) hours for each of the following dates — October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1962 — for a total of 184 hours.

EMPLOYEES' STATEMENT OF FACTS: Rule 35 of the Signalmen's Agreement provides that seniority rights of signal employees covered by that agreement are restricted to the territory over which one superintendent has jurisdiction. These separate seniority districts are referred to herein as "divisions."

A memorandum of agreement dated July 28, 1950 recognizes that the requirements of the service occasionally necessitate the temporary transfer of signal gangs to divisions other than the divisions on which the members thereof hold their seniority. That memorandum states how vacancies and new positions on such gangs will be filled while the gang is located off the home division, though the seniority of the employees on such gangs is still restricted to their home division.

Under date of October 11, 1961, the Carrier and this Brotherhood entered into a memorandum of agreement concerning the establishment of a number of additional signal gangs to perform CTC (Centralized Traffic Control) construction work, such work to begin on the San Joaquin Division and later progress over other divisions as the work is completed. A copy of this memorandum is attached hereto as Brotherhood's Exhibit No. 1. Subsequently, a San Joaquin Division signal gang was performing CTC construction work on the Western Division under this memorandum.

On various dates during October, 1962, the Carrier required the San Joaquin Division gang to perform work in connection with the installation of highway crossing flashing signals at Central, Third and Ninth Streets in Madera, California, which is on the Western Division. This work was authorized by GMO (General Manager's Order) 80765, which is a different GMO than that under which the CTC construction work was being performed. This gang also replaced two flashing light signals with cantilever flashing light signals at Sixth Street, under GMO 81372.

in the city of Madera. On those dates, claimants in this case, assigned to Western Division Signal Gang No. 5, were engaged in work connected with the CTC project between Lathrop and Fresno on the Western Division.

4. By letter dated November 24, 1962 (Carrier's Exhibit B), Petitioner's local chairman submitted claim on behalf of named signalmen assigned to Western Division Signal Gang No. 5 located at Merced, California, alleging they should have been used to perform the work mentioned above at Madera on the Western Division that was performed by signal employees of the San Joaquin Division while the latter were temporarily working on the Western Division. Carrier's Division Superintendent denied the claim by letter dated November 29, 1962 (Carrier's Exhibit C). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of December 11, 1962 (Carrier's Exhibit D), and the latter denied the claim by his letter of January 14, 1963 (Carrier's Exhibit E).

(Exhibits not reproduced.)

OPINION OF BOARD: The facts in this case, except as to time, are the same and the issues are precisely identical with those under consideration in Award No. 14987 between the same parties and upon the same property. Award No. 14987 is controlling in this case and the Opinion in that award is by reference made a part of the Opinion in this award.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

The 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December 1966.