



Award No. 15038
Docket No. SG-13994

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, 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 Carrier violated the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rules 27, 41 and 70.

(b) Mr. F. H. Francis be paid the difference between the Signalmen's rate of pay and that of Leading Signalman, at the straight time rate, for the following days of eight hours each in December 1961: December 11 through 15, 18 through 22, and 25 through 29, 1961 — for a total of 15 days at 8 hours each.

[Carrier's File: SIG 148-74]

EMPLOYEES' STATEMENT OF FACTS: The forces assigned to the Sacramento Signal Shop include a Signal Foreman, Assistant Signal Shop Foreman, and four Leading Signalmen. The Leading Signalmen work in parts of the shop where different kinds of work is being performed. There is a Leading Signalman in the relay room, machine shop, welding and blacksmith shop, and one who supervises the wiring of signal cases.

On December 11, 12, 13, 14 and 15, 1961, the Assistant Signal Shop Foreman was on vacation and the Leading Signalman in the welding and blacksmith shop was temporarily placed on the Assistant Signal Shop Foreman position. On December 18, 19, 20, 21, 22, 25, 26, 27, 28 and 29, 1962, that Leading Signalman took his vacation. This Leading Signalman position was not filled during the three week period in question even though it had been the practice in the past for the leading Signalman positions in the shop to be filled during the absence of the regular assignee.

Inasmuch as it had been the practice to fill the positions of Leading Signalmen who were absent, the Local Chairman presented a claim on behalf of the senior Signalman working in the welding and blacksmith portion of the

shop, for the difference between the Signalman and Leading Signalman rates of pay for the fifteen days listed in the Statement of Claim. The claim was initially presented to the Signal Engineer on February 7, 1962, and he denied it on February 12, 1962. The Signal Engineer was properly notified of the rejection of his decision, then the matter was referred to the General Chairman, who presented an appeal to the Assistant Manager of Personnel on March 14, 1962. The claim was discussed in conferences on April 3 and 10, 1962. Then, on April 12, 1962, the Assistant Manager of Personnel wrote his letter of denial. The pertinent correspondence that constitutes the handling of this claim on the property is attached hereto as Brotherhood's Exhibit Nos. 1, 2, 3, 4 and 5.

As evidenced by the correspondence cited above, this dispute was 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 a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of April 1, 1947 (reprinted April 1, 1958 including revisions), as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS:

1. There is in evidence an agreement (hereinafter referred to as the current agreement) between the Carrier and its employees represented by the Petitioner, having effective date of April 1, 1947 (reprinted April 1, 1958, including revisions), a copy of which is on file with the Board and is hereby made a part of this submission.

2. From December 11 through 15, 1961, one of the several leading signalmen employed at Sacramento Signal Shops was used to fill position of the assistant signal shop foreman while said assistant signal shop foreman was absent on vacation. From December 18 through 22 and 25 through 29, 1961, the above-referred-to leading signalman took his vacation in accordance with the Vacation Agreement of December 17, 1941. During the above-mentioned periods, since work requirements did not make it necessary, Carrier did not fill said leading signalman position.

3. By letter of February 7, 1962 (Carrier's Exhibit A), the Petitioner's local chairman submitted claim in behalf of Signalman F. H. Francis, alleging he should have been used to fill leading signalman's position. Carrier's Signal Engineer denied the claim by letter of February 12, 1962 (Carrier's Exhibit B). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of March 14, 1962 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of April 12, 1962 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioner has contended that Carrier is required to fill a vacation vacancy with a relief worker, and further is required to fill a position which is vacant due to incumbent of such position performing vacation relief on another position.

There are no rules in the controlling agreement which support Petitioner's position. While the vacation agreement of December 17, 1941 does require the Carrier to furnish vacation relief workers under some circumstances, this record is barren of evidence of such circumstances. See Awards 5976 (Messmore), 9556 (Bernstein), 10758 (McGrath), 11544 (Rock), 14667 and 14766 (Devine), 14821 (Engelstein), 14844 (Dorsey), 13175 (Wolf), 14397 (Lynch), 14952 (Dolnick) and 14696 (Ives). We will deny the Claim.

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 9th day of December 1966.