

Award No. 15041  
Docket No. SG-14394

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Arthur W. Devine, Referee

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**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 27 and 70.

(b) Mr. F. H. Francis be paid the difference between the Signalman's rate of pay and that of Lead Signalman for the ten working days between June 18 and 29, inclusive, 1962 — a total of eighty (80) hours.

[Carrier's File: SIG 148-81]

**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.

The Leading Signalman in the welding and blacksmith section of the shop was on vacation for ten working days beginning June 18, 1962. His position was not filled during this period even though it had been the practice in the past to temporarily fill vacancies in the Leading Signalman positions by using the senior Signalman working in that section of the shop. Claimant Francis was the senior Signalman working in the welding and blacksmith section of the shop during the two-week period in question, and the claim on his behalf is being progressed on the basis the Carrier should have placed him on the Leading Signalman position and paid him the Leading Signalman rate of pay in accordance with past practice. There have been a few departures from past practice during the past several years, but such incidents have resulted in claims similar to this one, and they are now in various stages of progress. A July, 1961, occurrence resulted in a claim that has been progressed to this Board and assigned Docket No. SG-13672. Similar claims are being progressed

**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 Employee involved in this dispute are respectively Carrier and Employee 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.