



Award No. 15043  
Docket No. SG-15092

**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 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 all time worked between August 12-30, 1962, for a total of 15 days or 120 hours.

[Carrier's File: SIG 148-108]

**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.

During the period shown in our Statement of Claim, the Signal Foreman was on vacation. The Assistant Foreman assumed the duties of the Foreman, and the Leading Signalman in the blacksmith shop assumed the duties of the Assistant Foreman. The vacancy on the Leading Signalman position was not filled. The basis of this claim is that we contend Carrier should have filled it by using the senior Signalman working in the blacksmith section of the shop, in accordance with past practice (deviations from the past practice resulted in claims similar to this one — see Dockets SG-13672, 13994, 14071, 14394, 14393, and 14533).

Inasmuch as it had been the practice to fill the positions of Leading Signalmen who were absent, by using the senior Signalman in that section of the shop, the Local Chairman presented a claim on behalf of Mr. F. H. Francis, the senior Signalman in the blacksmith section of the shop. That claim was ini-

tiated on August 31, 1963, and it has been reproduced and attached hereto as Brotherhood's Exhibit No. 1. Subsequent handling of the dispute on the property is shown by Brotherhood's Exhibit Nos. 2, 3 and 4, which show that it 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. Not shown is the September 21, 1963 letter in which the Local Chairman notified the Signal Engineer of the rejection of his decision.

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 called 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).

2. From August 12 through August 30, 1963, Leading Signalman Moerke, employed at the Sacramento Signal Shops, was used to fill position of assistant signal shop foreman while said assistant signal shop foreman was used to relieve on position of signal shop foreman, who was absent on vacation. Leading Signalman Moerke was compensated at the assistant signal shop foreman rate of pay. During the above-mentioned period, since work requirements did not make it necessary, Carrier did not fill Leading Signalman Moerke's position.

3. By letter of August 31, 1963 (Carrier's Exhibit A), the Petitioner's Local Chairman submitted claim in behalf of Signalman F. H. Francis (hereinafter referred to as the claimant), alleging he should have been used to fill position of Leading Signalman Moerke, who was used to make relief described above. Carrier's Signal Engineer denied the claim by letter of September 5, 1963 (Carrier's Exhibit B). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of September 30, 1963 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of November 15, 1963 (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 (Mcconnore), 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.