



Award No. 15044
Docket No. SG-15116

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. Udale Higley be paid the difference between the Signalman's rate of pay and that of Lead Signalman for the time worked between July 15 and 26, 1963, for a total of ten days, or 80 hours. [Carrier's File: SIG 148-107]

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

During the period shown in our Statement of Claim, the Assistant Signal Shop Foreman was on vacation and the Leading Signalman from the blacksmith section of the shop assumed the duties and pay of that position.

The basis of this claim is that Mr. Higley, the senior Signalman working in the blacksmith section of the shop, should have been advanced to the vacancy on the Leading Signalman position in accordance with past practice.

As it had been a practice (exceptions have resulted in claims now before this Board) to use the senior Signalman in a sub-section, the Local Chairman presented a claim, dated August 10, 1963, to the Carrier's Signal Engineer.

The claim was subsequently 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. The perti-

nent correspondence exchanged on the property is attached hereto as Brotherhood's Exhibit Nos. 1, 2, 3 and 4. Not shown is an August 31, 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 July 15 through July 26, 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 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 10, 1963 (Carrier's Exhibit A), the Petitioner's Local Chairman submitted claim in behalf of Signalman Udale Higley (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 August 13, 1963 (Carrier's Exhibit B). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of September 4, 1963 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of September 25, 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 (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 Employes involved in this dispute are respectively Carrier and Employes 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.