

Award Number 17787

Docket Number SG-17210

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, 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 (Pacific Lines) that:

- (a) The Southern Pacific Company violates the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958, including revisions) when it fails and/or declines to apply Rule 70 and other provisions of the Agreement by permitting employees from an adjacent seniority district to be assigned to a Sacramento Division seniority district signal gang, to work on the Sacramento Division seniority district, without advertising the positions for seniority choice to employees of the Sacramento Division who have seniority on the Sacramento Division seniority district.
- (b) Mr. R. H. Lewis be allowed the difference in compensation between the rate of Leading Signalman and Signal Foreman for April 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, and 27, 1966.
- (c) Mr. R. H. Lewis be allowed any and all expenses to which the position of Signal Foreman is entitled for April 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, and 27, 1966. [Carrier's File: SIG 145-148]

EMPLOYEES' STATEMENT OF FACTS: Under Rule 35 of the Signalmen's Agreement, seniority rights of signal employees are restricted to a specific district. This simply means that work and positions on a district belong to employees holding seniority rights thereon.

A July 28, 1950 Memorandum of Agreement, (Brotherhood's Exhibit No. 7) recognizing that the requirements of the service occasionally necessitate the temporary transfer of signal construction and repair gangs (assigned to outfit cars) to divisions other than the division on which the members thereof hold seniority, provided, among other things, as follows: (1) For advance notice of the transfer of the gang, (2) how vacancies on such gang will be advertised and filled, and (3) how an employee displaced or laid off shall be returned to his home district.

An October 11, 1961 Memorandum of Agreement (Brotherhood's Exhibit No. 8) provided for the establishment of a number of additional signal construction gangs assigned to outfit cars and/or trailers in connection with

Agreement, to other seniority districts as the signal construction and repair work progressed. These subsequent transfers were effected pursuant to the Memorandum of Agreement dated October 11, 1961, and the Memorandum of Agreement dated July 28, 1950 (Carrier's Exhibit "A"), and involved transfers from the San Joaquin seniority district to the Western, Sacramento and Shasta seniority districts, respectively, and on April 11, 1966, back to the Sacramento seniority district, the latter move being the one upon which the instant claim is predicated.

When the gang involved in the instant case was transferred from the Shasta district to the Sacramento district on April 11, 1966, Salt Lake district employee H. L. Hardy held position of Signal Foreman in that gang.

By letter dated May 9, 1966 (Carrier's Exhibit "B"), Petitioner's Local Chairman submitted to Carrier's Division Superintendent claim in behalf of R. H. Lewis, Signal Foreman, Signal Gang No. 4, Sacramento district (hereinafter referred to as the Claimant), for the difference in pay between Signalman and Signal Foreman, each date, April 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26 and 27, 1966, which represented the days Claimant was allegedly deprived of earnings as a Signal Foreman in the subject gang beginning with the date the gang was transferred to the Sacramento district until Claimant had obtained an equivalent position on another gang, on the theory that had Carrier advertised the position of Signal Foreman in the transferred Salt Lake district gang, owned by Salt Lake district employee H. L. Hardy, Claimant would have been the successful applicant; contending that Carrier was prohibited by reason of provisions of the Mediation Agreement A-7128 from allowing members of a signal gang from another seniority district to work on Claimant's seniority district without an implementing agreement.

By letter dated May 26, 1966 (Carrier's Exhibit "C"), Carrier's Division Superintendent denied the claim on the basis that the transfer was of a temporary nature and was properly made in accordance with Memorandum of Agreement dated July 28, 1950.

By letter dated June 28, 1966 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, who, after conference on the property, denied same by letter dated August 26, 1966 (Carrier's Exhibit "E").

(Exhibits Not Reproduced)

OPINION OF BOARD: The record discloses that the controlling question in this case, which involves interpretation and application of the Agreement of February 7, 1965, was submitted to Special Board of Adjustment No. 605 by the parties and resolved by Award No. 70 of that Board. The decisions of Special Board of Adjustment No. 605 interpreting and applying the Agreement of February 7, 1965, are final and binding on the parties; therefore, this claim must be dismissed.

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;