

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**John B. Criswell, 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 violated the agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen effective April 1, 1947 (reprinted April 1, 1958, including Revisions), and particularly the Memorandum of Agreement covering the Assistant Signalmen's Training Program effective September 1, 1965, specifically paragraph 3, in part provides, "assistants who fail to pass any of the progressive examinations will be given a re-examination on the portion which they failed within thirty (30) days from the date of failure". Also paragraph 6(b) in part which provides, "Examinations provided for in this agreement will be fair and impartial". Also Rule 70 of current schedule Agreement which provides for reimbursement for loss of earnings due to violation or misapplication of any portion of this segment.

(b) Mr. Gish and Mr. Williams be reinstated to service of the Signal Department of Southern Pacific Company, with all rights restored, and be compensated for lost wages which has resulted from their improper dismissal also that both men be advanced one step in the Assistant Signalmen Training Program and given study material for next step of Training Program. (Carrier's File: SIG 133-18)

**EMPLOYEES' STATEMENT OF FACTS:** March 27, 1968, Assistant Signalmen M. D. Gish and R. A. Williams who were working at Sacramento, California were given their 1st-2nd progressive examination under provisions of an Assistant Signalman's training program which became effective September 1, 1965. Passing score on the examination was 70 percent. Both assistants failed to make a passing score of 70 percent.

June 24, 1968, they were re-examined as required by the Assistant training program, the pertinent parts of which read as follows:

May 18, 1966, prior to its being applied in the manner now complained of, and thus without question well-known to the Organization. Prior to the submission of these claims, the Company had every right to believe that the Organization fully concurred in the manner in which re-examinations were being graded and the manner in which the agreement provisions in this respect were being interpreted.

During the time the training program agreement has been in effect, your Organization has been kept fully informed as to the manner in which it is being administered by the Company. You have been and are being furnished copies of records being kept by the Company as to the status of individual assistant signalmen under the program so that you may be fully informed. Since the program was established in 1965, a number of amendments and revisions have been made in the agreement at your informal request, to deal with problems that have arisen, including a revision of this agreement signed October 21, 1968, in which the provisions of paragraph 3 having to do with grading of re-examinations was, at your request, revised, effective November 1, 1968.

Every effort has been made and will continue to be made by the Company to administer this program in a fair and impartial manner within the framework of agreement provisions. The claim presented is without proper basis and is denied."

Copy of the General Chairman's reply to that letter, dated November 27 1968, is attached as Carrier's Exhibit K.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The facts and circumstances in this case are parallel to those in Award 18124. Thus we adopt the opinion and findings in that Award.

**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 violated.

#### AWARD

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1970.