



Award No. 18296
Docket No. SG-18408

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, 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 current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly last paragraph of Rule 13, which resulted in violation of Rule 70, on March 9, 10, 11, 12 and 13, 1968, when Signalman L. J. Mortenson, the junior employe on Signal Gang 15, was used to perform overtime work, instead of Lead Signalman R. L. Amick, who is senior employe on Signal Gang 15. The last paragraph of Rule 13 states "where gang men are required to work overtime, the senior man in a class in the gang shall be given preference to such overtime work."

(b) Lead Signalman R. L. Amick now be compensated at his respective overtime rate for nine and one-half (9½) hours for March 9; eleven (11) hours March 10; three and one-half (3½) hours March 11; three (3) hours March 12; and three (3) hours March 13, 1968, for loss of earnings suffered, as provided by Rule 70 of Schedule Agreement. Rule 70 states "LOSS OF EARNINGS. An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss." (Carrier's File: SIG 148-164)

EMPLOYEES' STATEMENT OF FACTS: March 8, 1968, a bridge was damaged between Tucson and Mescal, Arizona. While the bridge was being replaced by other forces, it was decided that temporary signals would be installed for eastward movement of trains and that the men would be used on overtime to perform the service.

Lead Signalman R. L. Amick, Claimant in this dispute, and Signalman L. J. Mortenson were both assigned to Signal Gang No. 15. Mr. Amick was the senior of the two, but the Carrier called and used Mr. Mortenson for the overtime service, which totaled 30 hours.

1968 (Carrier's Exhibit B), Carrier's Division Superintendent denied the claim. Copy of the Local Chairman's reply to that letter, dated June 15, 1968, is attached as Carrier's Exhibit C. By letter dated July 3, 1968 (Carrier's Exhibit D), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, who denied same by letter dated July 30, 1968 (Carrier's Exhibit E). Copy of General Chairman's reply to that letter, dated August 2, 1968, is attached as Carrier's Exhibit F.

(Exhibits not reproduced.)

OPINION OF BOARD: On the date in the claim, R. L. Amick, claimant, held the position of Lead Signalman and L. J. Mortenson held the position of Signalman. Both were assigned to Signal Gang No. 15. Although Claimant had more seniority than Mortenson, Carrier used Mortenson to work overtime.

The sole question is whether the word "class" as used in Rule 13 (Overtime) refers to a class as defined in Rule 1 (Scope) or in Rule 32 (Seniority). Identical claims have been denied in three awards of this Division wherein the same parties and the same rules were involved. See Awards 12936, 13262 and 15151. The Awards follow the ruling in Award 12134, where the Petitioner is the same as here and where the applicable overtime rule is comparable.

Petitioner has cited two awards in support of the claim. Both ruled on the meaning of the word "class" as used in Rule 42 (Reduction In Force). Overtime Rule 13 was not involved in either award. Award 15359 held that it was obvious from Carrier's account "that the Employees intended the word 'class' in this sentence (Rule 42) to mean 'seniority class', and it appears that Carrier was aware that such was the Employees' intent; * * *" Continuing, the award says that this interpretation of the word "class" in Rule 42 must be adopted "even though this word has been given a different meaning in some of the other rules of the agreement. (Compare Awards 13262, 12936 and 15151.)" Award No. 1 of PLB No. 15 involved the same issue and followed the rulings in Awards 15359 and 15360.

Continuity of interpretation is desirable and necessary for a consistent and effective administration of contract rules. Such consistent interpretations should not be reversed unless there is palpable error in the conclusions. Rule 13, on this property, has been given a meaningful interpretation in which no palpable error is apparent. The rulings in Awards 12936, 13262 and 15151 are here affirmed. For the reasons herein set forth, this claim has no merit.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1970.