Award No. 18367

Docket No. SG-18661

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC TRANSPORTATION 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 (Pacific Lines) violated the Agreement between the Southern Pacific Company and the Employes of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (Reprinted April 1, 1958, including Revisions) and particularly rules 2(a), 4, 5, and 13, resulting in violation of Rule 70, when on October 10, 1968, Signal Foreman Brandon, Leading Signalman Skelton, Signalman Teegarden, and Signalman Kyler were released from duty to avoid overtime payment while employes of junior seniority were retained on same job on which all had been working for overtime work, between the hours of 4:30 P. M. and 9:30 P. M.

(b) Claimants now be reimbursed at their respective overtime rates for five hou rsf oroloesfiasrnativ2yearningssufferedaccountviola rates for five hours for loss of earnings suffered account violation of agreement, discrimination, and sharp practice. (Carrier's File: SIG 148-170)

EMPLOYES' STATEMENT OF FACTS: On October 10, 1968 Claimants were engaged in repairing signal damage caused by derailment at Cherry Avenue Interlocking, Tucson, Arizona. Claimants were members of Signal Gang No. 8. On the date involved this gang was augmented by Leading Signalman Tisdale and Assistant Signalman Scott of Signal Gang No. 1; Leading Signalman Clark of Signal Gang No. 2, and Relief Signal Maintainer Chapman.

At 4:30 P. M. on October 10, Signal Foreman Brandon, Leading Signalman A. W. Skelton, Signalman C. Teegarden and W. W. Kyler were released from service and the junior employes, viz., Tisdale, Scott, Clark and Chapman continued on overtime until 9:30 P. M.

Inasmuch as junior employes were used at overtime in preference to senior employes, a claim was filed on behalf of these senior employes for the

claimants) were assigned to Signal Gang No. 8, one of the three Signal Gangs involved. No other employes were assigned to Signal Gang No. 8 on this date. Claimants were released from duty at 4:30 P. M., October 10, 1968, the off-duty time of their assignment.

Three signal employes assigned to other Signal Gangs involved in this work, plus the Signal Maintainer, remained on duty after 4:30 P. M., October 10, 1968, their regular quitting time, to perform the overtime test work, as follows:

(a) Leading Signalman G. C. Tisdale and Assistant Signalman N. D. Scott, assigned to Signal Gang No. 1.

(b) Leading Signalman J. A. Clark, assigned to Signal Gang No. 2.

(c) Signal Maintainer A. J. Chapman (filling temporary vacancy on position of Signal Maintainer account regular assigned Signal Maintainer R. N. Cook absent on sick leave.)

3. By letter dated December 2, 1968 (Carrier's Exhibit "A"), Petitioner's Local Chairman filed a claim with Carrier's Division Superintendent at Tucson in behalf of claimants for five hours overtime, between 4:30 P. M. and 9:30 P. M., October 10, 1968, based on the contention that claimants were released from duty to avoid overtime payment while retaining employes junior in seniority to perform the overtime work. By letter dated December 27, 1968 (Carrier's Exhibit "B"), Carrier's Division Superintendent denied the claim. By letter dated January 20, 1969 (Carrier's Exhibit "C"), Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated January 23, 1969 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel; and by letter dated February 21, 1969 (Carrier's Exhibit "E"), the latter denied the claim.

By letter dated February 25, 1969 (Carrier's Exhibit "F"), Petitioner's General Chairman advised that denial of the claim was not acceptable on the basis that claimants were entitled to be used for overtime work under provisions of Rule 13 of the Current Agreement.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants, and A. J. Chapman (working as a Maintainer), were members of Gang No. 8. The employes allowed to work overtime were junior in seniority to Claimants and were members of other gangs. On October 10, 1968, Carrier assigned a group of Signalmen to repair signal and switch damage caused by a derailment at Cherry Avenue, Tucson, Arizona. After the repair work was completed, during the regular assigned hours, certain members of the signal force were retained on an overtime basis to test the newly installed equipment; those retained were junior in seniority to Claimants. The Organization contends that under Rules 2(a), 4, 5 and 13, the Senior Claimants were required to be used on this overtime work. Carrier maintains that the cited rules do not support this claim. The pertinent part of Rule 13 which must be interpreted in this dispute is:

"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."

In other words, do the words "in the gang" mean those employes assigned to the "gang" by bulletin, or do those words encompass an entire group working together on a certain project even though a portion of the group were not assigned to the "gang" by bulletin?

This Board finds that only those assigned by bulletin are members of a "gang." The word "gang" in this Agreement applies only to those regularly assigned and identified. These Claimants were not regularly assigned and identified as members of the "gang" that performed this work, and, therefore, had not preference.

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 29th day of January 1971.

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