

Award No. 18378

Docket No. SG-18663

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert M. O'Brien, 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 that:

(a) The Southern Pacific Company (Pacific Lines) violated the agreement between the 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 4 and 70.

(b) Mr. S. E. Bradley be compensated the difference in rate of pay of Leading Signal Maintainer and that of Signal Foreman for September 9, 11, 12, 13, 16, 17 and for 17 work days in October, 9th thru 31, 1968, that two leader gangs worked together. (Carrier's File: SIG 145-162)

EMPLOYEES' STATEMENT OF FACTS: Claimant in this dispute is Leading Signal Maintainer S. E. Bradley whose primary duties are the maintenance of all signal facilities in the Carrier's Jennings Yard at Roseville, California.

Signal Gang No. 1, is in charge of a Leading Signalman, whose primary duties are the performance of construction and repair work at various points on the division including Jennings Yard and is headquartered at Roseville, California.

On the dates involved in this dispute Gang No. 1, and a gang in charge of Leading Signal Maintainer Bradley were assigned to work together on a heavy repair project in Jennings Yard. When the Carrier refused to allow the senior of the two Leaders, Mr. Bradley, the Foreman's rate of pay for the time the gangs worked together on the project, a claim was filed on his behalf under provisions of Rule 4 of the current Agreement, which is copied below for ready reference.

"Rule 4. LEADING SIGNALMAN-LEADING SIGNAL MAINTAINER. A signalman or signal maintainer working with and

In this case, as is often the case when a signal gang is performing work, the work involved required that the maintenance employe and the signal gang work together, coordinating activities in the same manner that any other Signal Maintainer on line, assigned to a maintainer district, may work along with a signal gang which is performing construction or repair work and happens to be within the bounds of that Maintainer's assigned maintenance district. In this instance, claimant worked together with the sole remaining member of Signal Gang No. 1, the Leading Signalman, and such work did not require claimant to supervise the work performed by the Leading Signalman. For his service, claimant was allowed compensation at the applicable Leading Signal Maintainer's rate of pay.

3. By letter dated November 6, 1968 (Carrier's Exhibit "A"), Petitioner's Local Chairman filed a claim in behalf of claimant with Carrier's Division Superintendent at Sacramento, California (received at Superintendent's office on November 12, 1968, per time date stamped at top margin of letter), for the difference in claimant's rate of pay as Leading Signal Maintainer and the applicable rate of pay of Signal Foreman for work performed on said dates of claim specified hereinabove, based on the contention that claimant was entitled to receive such rate applicable to Signal Foreman when assigned to work together with the Leading Signalman of Signal Gang No. 1. By letter dated December 26, 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 February 12, 1969 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel and by letter dated March 28, 1969 (Carrier's Exhibit "E"), the latter denied the claim.

In conference held on the property on March 18, 1969, Carrier's Assistant Manager of Personnel advised Petitioner's General Chairman that certain dates of this claim were not timely since the claim in this case was first presented to the Superintendent by the Local Chairman in letter dated November 6, 1968, received in Superintendent's office on November 12, 1968. As a consequence, claims for September 9, 11 and 12, 1968, were not presented to the Superintendent within 60 days from the date of the occurrence on which based, as required by Rule 58(a) of the current agreement, and were therefore not properly before Carrier and could not be considered.

By letter dated April 2, 1969 (Carrier's Exhibit "F"), Petitioner's General Chairman advised that denial of the claim was not acceptable on the basis that Rule 4 of the current agreement allegedly supports the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: On the date in question Leading Signal Maintainer S. E. Bradley and a Leading Signalman from Signal Gang No. 1 worked together at Jennings Yard, Roseville, California. Claim is made that Bradley should have been allowed the rate of pay of a Signal Foreman on those days.

We view the situation here to be the same as that in Award No. 17642 (Ellis), and not finding that Award to be palpable error, we will follow it and deny this claim.

In view of this holding, we do not decide other issues raised by the parties.

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.