

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24072  
Docket Number SG-23780

Martin F. Scheinman, 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 Transportation Company (Pacific Lines):

(a) The Southern Pacific Transportation Company (Pacific Lines) has violated the agreement effective October 1, 1973, between the Company and the employee of the Signal Department represented by the Brotherhood of Railroad Signalmen and particularly Rules 7, 9, 16 and 72.

(b) Mr. T. L. Spangler be allowed additional compensation for fifteen hours at his overtime rate on April 1, 1979." (Carrier file: SIG 148-288)

OPINION OF BOARD: Claimant T. L. Spangler, at the time the dispute arose, was a signalman assigned to Gang No. 23 at Klamath Falls, Oregon. J. B. Wisor was a Leading Signalman assigned to the same gang. On Sunday, April 1, 1979 J. B. Wisor was called in by Carrier to handle crossing gate trouble at Viewland, California, resulting in fifteen hours overtime pay.

The Organization argues that Claimant should have been called in on April 1, 1979 since he was senior in service to Wisor. It claims that Rule 16 supports its contention. In relevant part, Rule 16 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."

The Organization argues that "class" in Rule 16 means "seniority class" and not "classification". It notes that in other places in the agreement "class" means "seniority class" and that, therefore, the word "class" should be applied consistently throughout the agreement.

The Organization also maintains that other Rules in the agreement, particularly Rules 7, 9 and 72 require that the overtime work should have been given to Claimant. Therefore, the Organization asks that Claimant be compensated for fifteen hours at his overtime rate on April 1, 1979.

Carrier, on the other hand, asserts that it did not violate the Agreement. It points to a number of other Awards on this property which indicate that "class" in Rule 16 means "classification" and not "seniority class".

The Carrier **also objects** to any consideration by the Board of Rules other than Rule **16**. It note<sup>8</sup> **that** no other Rules allegedly violated were referred to by the **Organization until** June 20, **1979, eighty-two days after** the occurrence.

Furthermore, the Carrier claim<sup>8</sup> that none of these additional Rule<sup>8</sup> cited by the Organization were violated. It maintain<sup>8</sup> that none of **these** Rule<sup>8</sup> prohibit the assignment of the overtime work to Leading Signalman J. B. Wisor.

First, we are convinced that Rules **7, 9** and 72 are not apposite here. They simply do not relate to the underlying dispute presented. **Thus**, the crucial rule **is** Rule **16**.

After **analyzing** the evidence **and** argument presented, we must conclude that the claim **is** without merit. **As** such, we will deny it in its entirety.

The **same** basic **issue** was decided by this Board in **Awards 12668** and **12936**. In those, and several other **cases**, we have rejected the claims advanced by the **Organization** here.

This **Board has** long held to the view **that** in the absence of convincing evidence that **an** earlier award was palpably erroneous that the earlier **award** not be overturned. While the **Organization has** raised significant points here, we are nevertheless persuaded **that** the **Employees** have **failed** to establish that our earlier holding<sup>8</sup> **were** palpably erroneous. In the **absence** of such proof - consistent with the time honored doctrine of stare **decisis - the claim** must fail. We **will** deny it in its entirety.

**FINDINGS:** **The Third** Division of the **Adjustment** Board, upon the whole record end **all** the evidence, find<sup>8</sup> **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; end

That the Agreement was not violated.

A W A R D

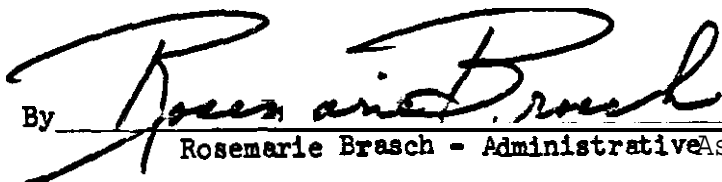
Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of December 1982.