

Award No. 14217
Docket No. SG-13969

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur Stark, 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 that:

(a) The Southern Pacific Company violated the Memorandum of Agreement (Sig. 116-56) of November 30, 1960 between the Southern Pacific Company and the Brotherhood of Railroad Signalmen, particularly Section 7, page 4.

(b) Mr. K. E. Moore be paid two days' pay at his rate of pay, \$16.00 moving expenses, and \$35.00 for meals and lodging.

(c) Mr. H. N. Huffstetler be paid one day's pay \$21.00, \$30.00 moving expenses, and meals and lodging \$13.30.

[Carrier's File: SIG 177-11.]

EMPLOYES' STATEMENT OF FACTS: Some time prior to 1958, the Carrier advised the Brotherhood that it anticipated utilizing the West Oakland (California) Signal Shop Facilities for performing work for the entire system, then abolishing the San Jose (California) and Sacramento (California) Signal Shops, but retaining the Shops at Brooklyn (Oregon), Los Angeles (California) and El Paso (Texas). Subsequently, an agreement was negotiated to provide how the changes were to be made, and how future positions in the remaining shops would be filled. A copy of that agreement is attached hereto as Brotherhood's Exhibit No. 1. As shown therein, the provisions of that agreement were to apply when the proposed changes were actually made.

In the meantime, the Carrier changed its plans, decided to utilize the Sacramento Signal Shop for performing work for the entire system, and abolish the San Jose and West Oakland shops. A new agreement was negotiated November 30, 1960 to cover this change of plans, and a copy is attached hereto as Brotherhood's Exhibit No. 2.

The new signal shop facilities at Sacramento were placed in service on or about June 16, 1961. Therefore, Brotherhood's Exhibit No. 1 is an agreement that is void. Brotherhood's Exhibit No. 2 is the agreement that was placed in effect, and is the one involved in this dispute. Both of these agreements have been made a part of this submission because the second (and applicable) one (signed November, 1960) contains a six month protective period

By letter dated December 8, 1961 (Carrier's Exhibit E), Carrier's Signal Engineer denied the claim, pointing out that Claimants were not involved in the initial move to System Shop at Sacramento, as contemplated by paragraph 1 of Memorandum of Agreement of November 30, 1960, and therefore not entitled to compensation claimed.

By letter dated February 29, 1962 (Carrier's Exhibit F), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by his letter of March 28, 1962 (Carrier's Exhibit G), the latter denied it.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion case to Award 14216. The issue is whether Claimants Moore and Huffstetler were entitled to pay, moving expenses and meals and lodging expenses when, in November 1961, they moved to the Sacramento area. Both men responded to an October 19, 1961 notice for eight Signalmen jobs (new positions) which were advertised to Signal Department employes on Carrier's Western, Coast, Sacramento, Shasta and Salt Lake Divisions. Claimant Moore had been working on the Western Division, Huffstetler on the Coast Division.

The claim is based on the provisions of the parties' November 30, 1960 Memorandum of Agreement, the relevant terms of which have been set forth in Award 14216. Petitioner's arguments here are the same as those it expressed in the companion case and, for the reasons set forth in that Award, must be rejected. Briefly stated, the record shows that (1) neither Claimant was assigned to fill an "initial vacancy" at Sacramento under the terms of Section 1 of the 1960 Memorandum of Agreement; (2) both men were assigned and moved to the Sacramento area pursuant to Section 3 and, consequently, the terms of Section 7 did not apply to them.

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 November 30, 1960 Memorandum of 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 3rd day of March 1966.

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