Award No. 14847
Docket No. SG-14370

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Kansas City Southern Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, when an employe who was junior to C. Treat, Leading Signalman, was used on May 17, 18, 19 and 20, 1962, to perform work in connection with a derailment just south of Hodgens, Oklahoma.

(b) The Carrier be required to pay C. Treat the difference between that which he was paid for those days and that which he would have earned had the Carrier not violated the agreement. [Carrier's File: 013.31-65]

EMPLOYES' STATEMENT OF FACTS: This dispute is a result of Carrier's action in assigning junior employes in signal gangs to perform overtime work in connection with a derailment just south of Hodgens, Oklahoma, when senior employes were available and had requested to be used for the work.

Two signal gangs headquartered in outfit cars and located at Siloam Springs, Arkansas, on May 17, 1962, were advised upon reporting for work at the beginning of their tour that there had been a derailment near Hodgens, Oklahoma. The members of both gangs were assembled in the office of Foreman R. E. Woodward. This group included Messrs. C. Treat, J. S. Renfro, G. R. Fugitt, D. Duncan, R. D. Martin, E. Verleye, D. D. Wilkins and L. A. Gandy, among others.

As indicated by the 1962 Seniority Roster, which is Brotherhood's Exhibit No. 1, Claimant Treat has a date in the Signalman Class of 5-6-54 like Mr. J. S. Renfro, but he is senior in rank. Also, Mr. Treat is older than Mr. Duncan, whose date is 6-19-61, and Mr. Martin, who has no date in the class, but who was used as a signalman and compensated at that rate of pay.

Foreman Woodward instructed Messrs. Wilkins and Martin to load a portable generator and flood lights on a truck and proceed to the location of the derailment. They were instructed to pack a change of clothes in a

Upon arrival at the scene of the derailment, it was discovered that Signal Maintainers R. E. Broom and J. E. Joplin, and Lineman T. M. Merchant were already at work on the north side of the river, and Signal Maintainer Whitehead, from Shreveport, Louisiana, Mile Post 561, had arrived from the south and was engaged in setting up flood lights on that side of the river.

The other crew continued their duties, with the assistance of the men from Siloam Springs. It was later decided to recruit two more men, to relieve Renfro and Wilkins, from the forces at Siloam Springs, and E. Verleye and G. S. Blair, Jr., were contacted. Mr. Verleye advised that he was not interested in the job, and D. B. Swan was contacted. Swan requested that he be allowed to remain at home because of prior commitments with his famliy, and Signalman D. Duncan, who resides at Heavener, Oklahoma, Mile Post 338, was contacted, and necessary arrangements made for them to report to the site of the derailment.

After Mr. Woodward returned to Siloam Springs, the next day, to resume work on the CTC project, he received a message indicating that the situation had changed since his departure, making it necessary that the temporary lines be changed. Mr. Woodward returned to the derailment with additional material. Signalman G. R. Fugitt was placed in charge of the crew at Siloam Springs upon the departure of Mr. Woodward.

Upon completion of the work at the derailment, the men were instructed to return to Siloam Springs, and, since Renfro and Wilkins were thoroughly familiar with the emergency hook-up, they were instructed to remain to protect against any unforeseen damage.

Claimant Treat, who had remained on the job at Siloam Springs, subsequently filed claim for payment because employes junior to him (at the derailment) had actually earned compensation in excess of that earned on the CTC Job at Siloam Springs, Arkansas, 113 miles away.

OPINION OF BOARD: Because no conference was held on the property Carrier moves that we dismiss for lack of jurisdiction. The motion is granted. See Award Nos. 14664, 14600, 14386, 14077, 13120, 13644, 13571, 13097, 11434.

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 is without jurisdiction over the dispute involved herein.

AWARD

Claim dismissed for lack of jurisdiction.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1966.

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