

Award No. 15037
Docket No. SG-13672

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, 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 current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rules 27 and 70.

(b) Mr. Thompson be paid the difference between the Signalman's rate of pay and that of Leading Signalman for eight (8) hours at the straight-time rate of pay for each of the following days: July 17 through July 21 and July 24 through July 28, 1961, for a total of eighty (80) hours.

[Carrier's File: SIG 145-123]

EMPLOYEES' STATEMENT OF FACTS: The forces assigned to the Sacramento Signal Shop include a Signal Foreman, Assistant Signal Shop Foreman, and four Leading Signalmen. The Leading Signalmen work in parts of the shop where different kinds of work is being performed. There is a Leading Signalman in the relay room, machine shop, welding and blacksmith shop, and one who supervises the wiring of signal cases.

On the dates involved herein, the Leading Signalman in the machine shop was on vacation and his position was not filled though it has been the practice in the past for the Leading Signalman positions to be filled during the absence of the regular assignees.

Inasmuch as it had been the practice to fill the positions of Leading Signalmen who were absent, the Local Chairman presented a claim on behalf of the senior signalman working in the machine sub-shop. The Local Chairman's original claim, presented to the Signal Engineer on August 3, 1961, has been reproduced, attached hereto and identified as Brotherhood's Exhibit No. 1. The Signal Engineer's denial, dated August 10, 1961, is Brotherhood's Exhibit No. 2.

On August 13, 1961, the Local Chairman advised the Signal Engineer of the rejection of his decision, then referred this matter to the General Chairman. Then, on August 15, 1961, the General Chairman presented an appeal (Brotherhood's Exhibit No. 3) to the Assistant Manager of Personnel.

The General Chairman and the Assistant Manager of Personnel discussed the claim in conference on September 20, 1961. Then, on October 3, 1961, the Assistant Manager of Personnel wrote a letter of denial (Brotherhood's Exhibit No. 4) to the General Chairman.

Under date of October 5, 1961, the General Chairman advised the Assistant Manager of Personnel of the rejection of his decision, pointing out that it has always been the practice in the past to furnish relief on Leading Signalman positions while the regular incumbent is off for any reason.

As evidenced by the correspondence cited above, this dispute was handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of April 1, 1947 (reprinted April 1, 1958 including revisions), as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS:

1. There is in evidence an agreement (hereinafter called the current Agreement) between the Carrier and its employe represented by the Petitioner, having effective date of April 1, 1947 (reprinted April 1, 1958, including revisions), a copy of which is on file with the Board and is hereby made a part of this submission.

2. From July 17 through 21 and July 24 through July 28, 1961, Leading Signalman R. M. Thornton of the Sacramento Signal Shop took his vacation in accordance with the Vacation Agreement of December 17, 1941. During the above-mentioned periods Carrier exercised its prerogative by not choosing to fill said position.

3. By letter of August 3, 1961 (Carrier's Exhibit A), the Petitioner's local chairman submitted claim on behalf of Signalman H. L. Thompson, alleging he should have been used to fill Leading Signalman Thornton's position during his vacation. Carrier's Signal Engineer H. B. Garrett denied the claim by letter of August 10, 1961 (Carrier's Exhibit B). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of August 15, 1961 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of October 3, 1961 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioner has contended that Carrier is required to fill a vacation vacancy with a relief worker, and further is required to fill a

position which is vacant due to incumbent of such position performing vacation relief on another position.

There are no rules in the controlling agreement which support Petitioner's position. While the vacation agreement of December 17, 1941 does require the Carrier to furnish vacation relief workers under some circumstances, this record is barren of evidence of such circumstances. See Awards 5976 (Messmore), 9556 (Bernstein), 10758 (McGrath), 11544 (Rock), 14667 and 14766 (Devine), 14821 (Engelstein), 14844 (Dorsey), 13175 (Wolf), 14397 (Lynch), 14952 (Dolnick) and 14696 (Ives). We will deny the Claim.

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 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; 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 9th day of December 1966.