

Award No. 15039

Docket No. SG-14071

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 Carrier violated the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rules 27, 41 and 70.

(b) These employees be paid the difference between the Signalman's rate of pay and that of Leading Signaller, at the straight time rate, for the following days of eight (8) hours each in January, 1962:

Mr. L. H. Carmichael for January 2 through 5, 8 through 12, and 15 through 19, 1962; Mr. D. H. Yancey for January 22 through 24, 1962; a total of fourteen (14) days for Mr. L. H. Carmichael, and a total of three (3) days for Mr. Yancey.

[Carrier's File: SIG 148-73]

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 Signaller in the relay room, machine shop, welding and blacksmith shop, and one who supervises the wiring of signal cases.

During the dates listed in the Statement of Claim, the Leading Signaller position in the wiring gang or section of the Sacramento Signal Shop was not filled. The incumbent of that position began two weeks vacation on January 2, 1962 — then resigned on or about January 4, 1962. Carrier advertised the vacancy by bulletin on January 4, 1962. Mr. Carmichael was assigned to the Leading Signaller position on January 25, 1962.

On January 4, 1962, the time it became known that Moss's lead signalman position would become vacant on January 16, 1962, that position was bulletined as a permanent vacancy in accordance with the provisions of Rule 50.

On Notice dated January 23, 1962, Mr. L. H. Carmichael, one of the claimants herein, was assigned to the position formerly occupied by Moss and he assumed the duties thereof on January 25, 1962.

During the period January 2 to 16, 1962, Moss's vacation period, and the period January 16 to 24, inclusive, 1962, when Moss's position was being advertised and assigned, said position was filled.

3. By letter of February 7, 1962 (Carrier's Exhibit B), the Petitioner's local chairman submitted claim in behalf of Signalmen L. H. Carmichael and D. H. Yancey, alleging they should have been used to fill leading signalman's position during the period previously set forth herein. Carrier's Signal Engineer denied the claim by letter of February 12, 1962 (Carrier's Exhibit C). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter dated March 14, 1962 (Carrier's Exhibit D). Carrier's Assistant Manager of Personnel denied the claim by his letter of April 12, 1962 (Carrier's Exhibit E).

(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.

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