

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. J. A. Hunt be paid the difference between the straight time rate of pay as Signaller and that of Lead Signaller for eight (8) hours on each of the following days; July 23, 24, 25, 26, 27, 30, 31, August 1, 2, 3, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30 and 31, 1962 -- for a total of two hundred (200) hours.

[Carrier's File: SIG 148-91]

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.

During the dates listed in the Statement of Claim, the Leading Signalman position in the wiring section of the shop was vacant because the incumbent of that position was being used temporarily to fill the Assistant Foreman position.

The basis of this claim is that the senior available Signaller in the wiring section of the shop should have been used to fill the vacancy on the Leading Signaller position in accordance with past practice. Claimant Hunt was the senior Signaller in the wiring section on the claim dates, and we contend he should have been used to fill the vacancy on the Leading Signaller position.

Inasmuch as it had been the practice to fill the positions of Leading Signalmen who were absent, by using the senior Signaller in that section of

he should have been used to fill position of Leading Signalman Moerke, who was used to make reliefs described above. Carrier's Signal Engineer denied the claim by letter of September 27, 1962 (Carrier's Exhibit B). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter of November 26, 1962 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of December 19, 1962 (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 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 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.