

Award No. 15150
Docket No. SG-14557

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, 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. R. D. Shaw be paid a total of 216 hours at the Signalmen's rate of pay from July 25, 1962 until September 1, 1962.
[Carrier's File: SIG 148-84]

EMPLOYEES' STATEMENT OF FACTS: As shown by Signal Department Notice No. 808, dated June 5, 1958, copy of which is attached hereto as Brotherhood's Exhibit No. 1, Claimant Shaw was the incumbent of a Relief Signalman and Meggerman position with headquarters at Merced, California. His duties on this position include relieving vacancies on Signal Maintainer positions at Mendota, Los Banos, Madera, Merced and Modesto.

The Signal Maintainer at Los Banos began a leave of absence July 15, 1962, and the Carrier filled the vacancy on that position with an Assistant Signalman while it was being advertised by bulletin. We contend that Claimant should have been used on this temporary vacancy instead of the Assistant, because he was not relieving any other vacancy and part of his assignment is to relieve vacancies on the position in question.

In view of the fact that Claimant Shaw was not assigned by the Carrier to fill this vacancy, the Local Chairman presented a claim on his behalf for two hundred and sixteen hours' pay at the Signalmen's rate. The original claim, dated September 25, 1962, is Brotherhood's Exhibit No. 2, and the Superintendent's denial, dated October 1, 1962, is Brotherhood's Exhibit No. 3. The Local Chairman replied to the Superintendent on October 12, 1962 (Brotherhood's Exhibit No. 4), then referred this matter to the General Chairman, who presented an appeal (Brotherhood's Exhibit No. 5) to the Assistant Manager of Personnel on October 14, 1962. Following conference discussions on

July 26 to August 10 — Worked on his own assignment at Merced,
August 10 to September 7 — Relieved signal maintainer on position
No. 107 at Merced.

During the above periods of time, Claimant received the same rate of pay as that allowed signal maintainer at Los Banos.

4. By letter dated September 25, 1962 (Carrier's Exhibit A), Petitioner's Local Chairman submitted claim on behalf of Claimant alleging Claimant should have been used to fill signal maintainer's position at Los Banos, California, during period it was being advertised. Carrier's Superintendent denied the claim by letter dated October 1, 1962 (Carrier's Exhibit B), and Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter dated October 17, 1962 (Carrier's Exhibit C). Carrier's Assistant Manager of Personnel denied the claim by his letter of December 14, 1962 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant's original declaration of intention to file an ex parte submission, dated August 30, 1963, included a statement that Carrier had violated the Signalmen's Agreement, particularly Rules 27 and 70. Claimant's original submission, dated January 29, 1964, contained an "Errata" and statement that in the letter of intent Rules 27 and 70 had been erroneously cited, whereas the rules that should have been cited were Rules 16, 32, 33 and 70.

The procedural question presented will be disregarded, as it is not necessary to discuss it, for the following reasons:

1. **Rule 16 — Subject to Call** — There is no call situation presented in this case.
2. **Rule 27 — Filling Higher Rated Positions** — Filling a higher rated position is not in question here.
3. **Rule 32 — Seniority** — There is nothing in the record that goes to the establishment of positions.
4. **Rule 33 — Seniority Rights** — Claimant was not deprived of any seniority he had nor was any question of promotion involved.

There is no support in the record for Claimant's contention that these sections, or any of them, of the current Agreement had been violated. As a consequence there is no necessity for discussing Rule 70 which is concerned with loss of earnings because of a violation.

For the foregoing reasons this Claim will be dismissed.

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.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of January 1967.