



Award Number 17777

Docket Number SG-17091

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE WESTERN PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Pacific Railroad Company that:

- (a) The Western Pacific Railroad Company violates the current Signalmen's Agreement, effective September 1, 1949, and reprinted July 1, 1961 (including revisions), when it fails and/or declines to apply Rules 28 and 33, or Rule 70, by arbitrarily "giving", awarding, or assigning Mr. Neilson a displacement on January 31, 1966.
- (b) Mr. G. L. Neilson be allowed the difference between the rate of TCS Maintainer and Signal Draftsman in addition to time and one-half the Signal Draftsman's rate for each hour Mr. Neilson is required to suspend work from his assignment of Signal Draftsman at San Francisco, Calif.
- (c) Mr. Neilson be allowed actual necessary expenses for each date he is required to be away from his assigned home station at San Francisco.

This claim is to be considered continuing from January 31, 1966, until Mr. Neilson is returned to his assigned position at San Francisco.

[Carrier's File: D—Case No. 7659-1966-BRS; Local Case No.—
None; Signal Department]

EMPLOYEES' STATEMENT OF FACTS: This is one of several disputes which arose after Carrier consolidated its Signal and Communications Department effective January 1, 1966—then transferred the headquarters for the combined department from San Francisco to Sacramento on or about January 24, 1966.

In connection with this transfer, Carrier intended to transfer three signal employees with their positions and duties unchanged. Two of the employees went to Sacramento. Signal Draftsman Neilson did not desire to go to Sacramento so Carrier gave him a displacement right which he exercised by dumping the TCS Maintainer at Wells, Nevada.

This claim is based on our contentions that the Carrier improperly gave Mr. Neilson a displacement right in violation of the Signalmen's Agreement; that his rightful position is Signal Draftsman at San Francisco; and that he should be allowed pay and expenses according to our Statement of Claim

to whether Carrier had the right to transfer the three employes with their work. The organization agreed that Carrier could transfer the work, but disagreed that the February 7, 1965 Agreement recognized Carrier's right to transfer employes without bulletining the transferred positions as "new positions" for seniority choice of all employes.

Attached as Carrier's Exhibit "A" is copy of letter dated December 16, 1965 written to General Chairman R. T. Bates following several discussions of the matter. Attached as Carrier's Exhibit "B" is copy of Mr. Bates' reply dated January 16, 1966.

Because of the obvious dispute existing between the parties involving interpretation and application of the February 7, 1965 Agreement, under date of February 8, 1966 Carrier submitted the issues for decision to the Disputes Committee established by the parties in Article VII of the February 7, 1965 Agreement to resolve such disputes. Attached as Carrier's Exhibit "C" is copy of Carrier's submission to the Disputes Committee established by the February 7, 1965 Agreement.

The instant dispute is one of six separate disputes, all involving transfer of the Signal Engineer's office to Sacramento, which the Signalmen's Organization has submitted either to your Board or to the Disputes Committee established by Article VII of the February 7, 1965 Agreement.

(Exhibits Not Reproduced)

OPINION OF BOARD: This dispute is companion to one we have decided in Award 17774 but differs in that Claimant elected not to follow the headquarters to Sacramento and was permitted to exercise his seniority. Since Claimant was a protected employe and since Award No. 106 of Special Board of Adjustment No. 605 has established that the exercise of seniority by him is in keeping with the November 24, 1965 agreed-upon Interpretation of Article III of the February 7, 1965 Agreement, we find no violation of the Agreement and the claim will be denied.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1970.

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