

Award No. 18866

Docket No. SG-19152

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
SOUTHERN PACIFIC TRANSPORTATION COMPANY
(Pacific Lines)**

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

(a) The Southern Pacific Company (Pacific Lines) violated the current Signalmen's Agreement effective April 1, 1947 (Reprinted April 1, 1958, including revisions) and particularly the last paragraph of Rule 13, which resulted in violation of Rule 70, when on June 20, 22 and 23, 1969, a junior employe, Mr. J. A. Pacheco, was called to perform overtime work in preference to Mr. Wicki, who is the Senior Employe in Gang No. 7.

(b) Mr. A. E. Wicki be compensated in addition to any other allowances on dates of claim, the following hours at his time and one-half rate of pay:

June 20, 1969 - 4 hours, Work at Roscoe Blvd., 3:30 P. M. to 7:30 P. M.

June 22, 1969 - 2 hours, 40 minutes, Ship GCP Equipment, 6:30 A. M. to 9:10 A. M.

June 23, 1969 - 5 hours, Work at Van Nuys Blvd., 5:30 P. M. to 10:30 P. M., for a total of Eleven Hours and Forty Minutes.

(Carrier's File: SIG 148-175)

EMPLOYEES' STATEMENT OF FACTS: Claimant A. E. Wicki is a Leading Signalman on Signal No. 7. At various times in June, 1969 (specific dates and hours listed in our Statement of Claim), Carrier's Assistant Signal Supervisor called Mr. J. A. Pacheco to perform overtime work at different locations. Mr. Pacheco is a Signalman on Gang No. 7, and has less seniority than Mr. Wicki in the seniority class that includes Signalmen and Leading Signalmen.

Under date of August 18, 1969 the Brotherhood's Local Chairman initiated a claim on behalf of Mr. Wicki for fourteen hours' overtime pay on the basis Carrier violated the last paragraph of Rule 13 of the Signalmen's Agreement, which reads: (the amount was later reduced to eleven hours and forty minutes.)

allegedly performed by Signalman Pacheco on June 22 and July 3, 1969. By letter dated September 17, 1969 (Carrier's Exhibit C), Petitioner's Local Chairman agreed to revise the claim to cover actual overtime worked by Signalman Pacheco on June 20, 22 and 23, 1969, and eliminated claim for date of July 3, 1969, since no overtime work was involved on that date.

By letter dated November 14, 1969 (Carrier's Exhibit D), Carrier's Division Superintendent denied the claim. By letter dated December 5, 1969 (Carrier's Exhibit E), Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated December 19, 1969 (Carrier's Exhibit F), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Labor Relations, and by letter dated January 12, 1970 (Carrier's Exhibit G), the latter denied the claim. Copy of the General Chairman's reply to that letter, dated January 20, 1970 (Carrier's Exhibit H), is also attached.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant, a leading Signalman, contends that he should have been called for overtime work on the dates in question rather than the junior employee used, a Signalman, on Gang No. 7.

Claimant's position is that under the provisions of Rule 13 of the Agreement, he was entitled to have been called for said overtime work. The pertinent provision of said Rule 13 provides as follows:

"Where gang men are required to work overtime, the senior man in a class in the gang shall be given preference to such overtime work."

Claimant argues that the word "class" as used in the aforesaid Rule 13 means "seniority class" and not "classification" as contended by Carrier.

Carrier has referred us to four previous Awards of this Board involving the same parties to this dispute, namely, Award Nos. 12936, 13262, 15151 and 18296, wherein it was held that a Leading Signalman is in the Leading Signalman's class, and not in the Signalman's class, and thus there was no obligation on Carrier's part to have called Claimant, a Leading Signalman, as he was in a different class.

We find said Awards controlling in this dispute. As was said in Award No. 18296:

"Continuity of interpretation is desirable and necessary for a consistent and effective administration of contract rules. Such consistent interpretations should not be reversed unless there is palpable error in the conclusions. Rule 13 on this property has been given a meaningful interpretation in which no palpable error is apparent. The rulings in Awards 12936, 13263 and 15151 are here affirmed. For the reasons herein set forth, this claim has no merit."

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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1971.