

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20416  
Docket Number SG-20181

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Southern Pacific Transportation Company  
(Pacific Lines)

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

Claim No. 1.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions) and particularly Rule 13, which resulted in violation of Rule 70, by using junior employees to perform overtime work.

(b) That Mr. E. J. Grant be allowed compensation for a total of twenty-two (22) hours at his time and one-half rate.

/Carrier's File: SIG 148-194/

Claim No. 2.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions) and particularly Rule 13, which resulted in violation of Rule 70, by using junior employees to perform overtime work.

(b) That Mr. G. M. Gunter be allowed compensation for a total of forty-three and one-half (43 1/2) hours overtime.

/Carrier's File: SIG 148-195/

Claim No. 3.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant Dale Bohling be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate, when junior men were used to perform overtime work.

/Carrier's File: SIG 148-1967

Claim No. 4.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, which resulted in violation of Rule 70, by using junior employes for overtime work.

(b) That Mr. W. T. Gangler be compensated for forty-three and one-half (43 1/2) hours at his overtime rate.

/Carrier's File: SIG 148-197)

Claim No. 5.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, which resulted in violation of Rule 70, by using junior employes for overtime work.

(b) That Mr. Ronald Kaus be compensated for a total of twenty-six (26) hours at his overtime rate.

/Carrier's File: SIG 148-1987

Claim No. 6.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and

particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant W. E. Troyer be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate, when junior men were used to perform overtime work with no preference given to claimant who was a senior employe.

/Carrier's File: SIG 148-199/

Claim No. 7.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employes of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That Claimant George Smith be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate, account junior men were used to perform overtime work with no preference given to claimant, a senior employe.

/Carrier's File: SIG 148-200/

Claim No. 8.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employes of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant Melvin O. Waits be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate when junior men were used to perform overtime work.

/Carrier's File: SIG 148-201/

Claim No. 9.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant E. J. Henning be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate, when junior men were used to perform overtime work with no preference given to claimant who was a senior employe.

/Carrier's File: SIG 148-202/

Claim No. 10.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employe covered by this Agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant E. A. Roberts be reimbursed for loss suffered, two (2) hours at his overtime rate for October 25, 1971.

/Carrier's File: SIG 148-203/

Claim No. 11.

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions), and particularly Rule 13, last paragraph which provides, "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." This violation of Rule 13 resulted in violation of Rule 70, which provides: RULE 70. LOSS OF EARNINGS. "An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

(b) That claimant Harold Huffstettler be reimbursed for loss suffered, forty-three and one-half (43 1/2) hours at his overtime rate, account junior men were used to perform overtime work with no preference given to claimant, a senior employee."

/Carrier's File: SIG 148-2047

OPINION OF BOARD: The dispute involved herein concerns eleven separate claims for overtime in Carrier's Sacramento System Signal Shop during October 1971. Petitioner's position is based on the last paragraph of Rule 13 of the applicable Agreement which reads:

"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."

Petitioner argues that the above Rule is applicable to this dispute since the entire Sacramento Signal Shop constitutes a "gang", and this is the crux of the claim.

The Board has dealt with the same issue, same agreement, almost identical facts and the same parties in Award 19920 (with the same Referee as herein); we have also ruled on the same issue in Awards 14861 and 18873. In all of those Awards we held that the word "gang" does not refer to or include shop forces. There has been no showing in the instant case that the prior Awards were in error; in the interest of orderly resolution of disputes and as a matter of consistent policy, we find that Award 19920 constitutes a controlling precedent.

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.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulus  
Executive Secretary

Dated at Chicago, Illinois, this 27th                      day of September 1974.