

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY

(Frank O. Lowden, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM: Claim that E. L. Farmer be permitted to displace Signal Maintainer C. C. Healy at Iowa Falls, Iowa, as contemplated by Rule 68.

JOINT STATEMENT OF FACTS: Bulletin No. 145 of October 1, 1938, advertised position of signal maintainer as follows:

"TO EMPLOYEES CONCERNED:

The following positions are hereby advertised for bids in accordance with Signal Department Employees Agreement.

Applications should be sent to the undersigned where they will be received up to 8:00 o'clock A. M. October 10, 1938.

In the event there are no qualified bids from men on Cedar Rapids Division roster, these positions will be assigned per first paragraph of Rule 56.

Applications from men not on Cedar Rapids Division roster should be made to Signal Engineer at Chicago.

Title	Signal Maintenance
Location of Headquarters	West Branch
Rate of pay	Hourly per schedule
Hours of Service	8 A. M. to 12 Noon 1 P.M. to 5 P.M.
Assigned territory	Burlington to Ely
Regular day off duty	Sundays and Holidays
Permanent or temporary	Permanent
Duties	Mtce. ABS and interlocking.

F. E. Kinney
Signal Supervisor"

Signal Maintainer E. L. Farmer on October 3, 1938 made application for this position and was assigned to it on bulletin No. 146, of October 10, 1938.

When Mr. Farmer was assigned to this position the West Branch territory consisted of the following:

Non-automatic block territory Burlington to West Liberty (61.5 miles) including Burlington crossing bell, Morning Sun automatic interlocking and train order signals at Burlington, Mediapolis, Morning Sun, Wapello, Cone and Nichols.

line on which you maintained electric light and power at the Bennett coal chute is being discontinued and it is expected to change over the maintenance of Bennett coal chute and electric lighting at Tipton and Bennett to the Des Moines Division. It is felt this would lighten your territory to offset the additional crossing signals at Mediapolis and Cone. The crossing signal at MP 3½ Burlington does not create a new signal location but is a replacement of the crossing bell that has always been at that location.

(S) F. E. Kinney"

"Cedar Rapids, Feb. 19, 1940,
File 813

Mr. E. L. Farmer:

Following my letter Feb. 10th, above file, relative to changes of limits of West Branch territory.

It is now decided that the small amount of territory remaining on the Clinton Line between Bennett and Tipton will be maintained by the Des Moines Division.

The discontinuance of maintenance of signal apparatus, etc., on this line by the Cedar Rapids Division cuts this entire line off your territory.

(S) F. E. Kinney"

This, clearly, is evidence that adjustment was made in Mr. Farmer's territory, both as to mileage to be maintained and apparatus to be looked after.

As a matter of fact, the work assigned to the position at West Branch is lighter than that assigned to the position at Iowa Falls.

Claim as presented is without merit and should be declined.

OPINION OF BOARD: This dispute arose because of the different interpretations placed on Rule 68 by the General Committee representing the Signal Department employees and representatives of the management of The Chicago, Rock Island Pacific Railway Company.

The Committee contends that the "conditions under which an employe will be permitted to exercise seniority rights and position re-bulletined * * *" are represented in the changes that took place both as to (b) "change in limits of territory" and (c) "installation of additions of equipment or apparatus not previously assigned to position."

The Carrier contends that no major change in the status of the bulletined position held by Farmer was represented in the changes that took place and insists that "a major change," as contemplated by Rule 68, could arise under the following conditions: "Should the installation of a new, or materially changed, apparatus assigned to the territory cause the employe assigned to the territory, where apparatus installed, to be subject to disqualification on account of his unfamiliarity with technical involvements, we would then consider a major change had taken place within the meaning of Rule 68 (c)."

The Board is of the opinion that the limiting of Rule 68 to such interpretation as above quoted cannot be sustained because of its restriction of paragraph (c) and its disregard of the provisions of paragraphs (a), (b), (d) and (e) of this rule.

The Board is also of the opinion that the Employees' Committee has placed too narrow an interpretation on paragraphs (b) and (c) of Rule 68 by contending that any minor changes under these two paragraphs would permit of the assigned employe's making a displacement and exercising his seniority rights under Rule 68; also, that an employe making a displacement under the

provisions of Rule 68 would be privileged, while that matter is being handled with the Carrier, to designate some other position on which he would prefer to make his displacement although the second position was brought under his seniority territory during the handling of his original request.

It is the Board's interpretation that a major change in any one of the paragraphs (a, b, c, d, and e) of Rule 68 shall be "conditions under which an employe will be permitted to exercise seniority rights" in making a displacement under that Rule.

This case will be remanded to the parties and the above interpretation will govern in the application of Rule 68 in the future.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 this case is remanded to the parties and the interpretation of Rule 68 stated in the above opinion will govern in the future.

AWARD

Claims disposed of in accordance with the above opinion and findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 1st day of October, 1942.